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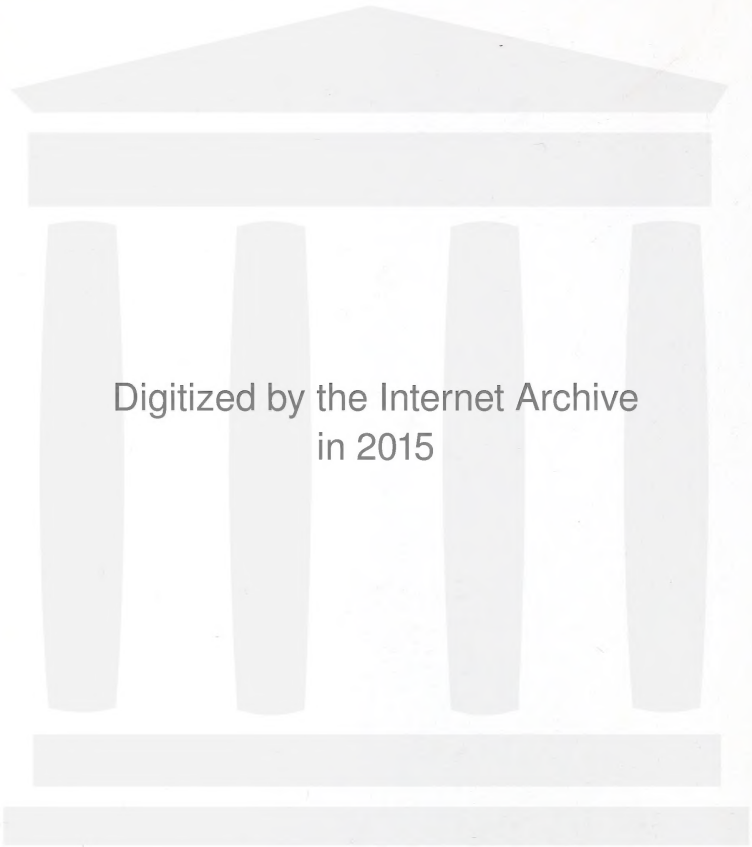
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New York State Education Department

New York State Library

History Bulletin
2, pt. 1

VAN RENSSELAER BOWIER MANUSCRIPTS

BEING THE LETTERS OF KILIAEN VAN RENSSELAER, 1630-1643, AND OTHER DOCUMENTS RELATING TO THE COLONY OF RENSSELAERSWYCK

TRANSLATED AND EDITED BY
A. J. F. van Laer, *Archivist*

WITH AN INTRODUCTORY ESSAY BY
NICOLAAS DE ROEVER, LATE ARCHIVIST OF THE CITY OF AMSTERDAM

TRANSLATED BY
Mrs Alan H. Strong

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State Library, Albany, N. Y., June 17, 1907

Hon. Andrew S. Draper
Commissioner of Education

DEAR SIR: I have the honor to transmit herewith and recommend for publication the *Van Rensselaer Bowier Manuscripts* which have been translated by, or under the direction of, Mr van Laer, Archivist of the State Library, who has edited the entire work.

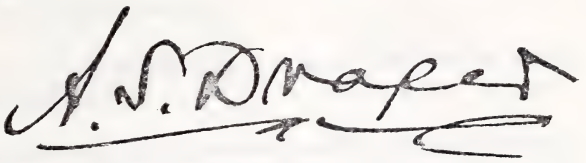
These manuscripts are of great importance in connection with the early history of the Dutch colonies in New York State and especially of Albany and vicinity. Their publication in translation should be of interest not only to historical students generally but also to every native New Yorker who has any curiosity concerning the historic origins of the State.

Very respectfully
EDWIN H. ANDERSON
Director

State of New York
Education Department
COMMISSIONER'S ROOM

These documents constitute very satisfactory primary evidence of many of the doings of the Dutch authorities; of Kiliaen van Rensselaer, the patroon, and of the settlers of the Hudson river valley, particularly that part in the neighborhood of Albany, in the thirty years following the beginning of the year 1629. Their particular value is not in the fact that they tell us what the history writers think the first settlers of our State did, but in the fact that the chief actor, the man who dealt with the first settlers, tells us about the everyday matters which the bookmakers have not thought of sufficient public interest to search out and print. The original documents were found in Holland. There is no lack of both external and internal evidence of authenticity and the fact that they have been translated and arranged by, or under the personal direction of, Mr Arnold J. F. van Laer, the Archivist of the State Library, leaves no room for doubt of their accuracy as here presented. The State of New York can well afford to publish such a collection of interesting historical documents. A happy incident connected therewith appears in the fact that the committee of the

Board of Regents who arranged with the owners of these papers for their publication was composed of two direct descendants of early settlers of the régime concerned, viz, Dr Albert Vander Veer and Mr Robert C. Pruyn, now much respected residents of the city of Albany. Publication at a time when elaborate preparations are being made for celebrating the three hundredth anniversary of the discovery of the Hudson river is both opportune and timely.



Commissioner of Education

Albany, N. Y., June 21, 1907

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New York State Library

VAN RENSSELAER BOWIER MANUSCRIPTS

TRANSLATED AND EDITED BY

A. J. F. van Laer, *Archivist*

INTRODUCTION

The present work contains translations of a collection of manuscripts which on examination will prove one of the most valuable sources of information for the history of early Dutch settlement in the state of New York. The collection comprises a great variety of papers, including journals of voyages, deeds, leases, contracts, accounts and inventories of cattle; but the most important item is a volume containing copies of letters, memorials and instructions written between the years 1630 and 1643 by Kiliaen van Rensselaer, the founder of the colony of Rensselaerswyck, to his colonists, to officials of the West India Company, to his copartners and to the States General. Nearly all the papers relate primarily to the establishment and the early development of the colony of Rensselaerswyck, but incidentally they touch on many matters relating to settlement in other parts of the province of New Netherland as well.

History of the manuscripts. The papers have been handed down in the Holland branch of the van Rensselaer family and are at present owned by Jonkheer H. J. J. van Rensselaer Bowier and Jonkheer M. W. M. M. van Rensselaer Bowier, the surviving sons of the late Vice Admiral van Rensselaer Bowier, who inherited the papers from his mother, Sara van Rensselaer, the last of the name in Holland.

The first person to use the papers for historical purposes was Mr Nicolaas de Roever, late archivist of the city of Amsterdam, to whose prolific pen and keen interest in matters pertaining to 17th century Dutch history so many valuable articles are due. Mr de Roever learned of the existence of the papers in 1888 and in 1890 published in *Oud Holland*, a periodical devoted to the history of Dutch art, literature and industry of which he was the editor, a few

of the most important documents, as appendixes to two articles on *Kiliaen van Rensselaer en zijne kolonie Rensselaerswijck,* which in narrative form give a summary of the contents of the papers up to 1641. Other articles were to follow, but owing to Mr de Roever's death were not written. The articles appear to have attracted attention in this country about 1896. They contained much that was either new or at variance with long accepted notions as to events in the early days of the colony and hence aroused curiosity as to the extent of the collection and the nature of the material which remained unpublished. In 1902, Miss Ruth Putnam made a special trip to Holland to investigate the matter, and on her return gave an account of her experiences in the November number of the *Bibliographer.* It proved that the papers, shortly after the death of Mr de Roever in 1893, had been returned to the family and in 1895 were loaned by an elder brother of the present owners, since deceased, to a friend by the name of J. F. Pieters, who took the papers to America and there, assuming the name of Pieters van Wely, attempted to dispose of them at private sales. Mr Pieters however did not succeed and finally, leaving the papers in the hands of Mr George Waddington of New York, returned to Holland, where he shortly after died. Efforts were made by the van Rensselaer Bowier family to recover the papers from his widow but not sufficiently pressed to disclose where the papers had been left and for some years nothing more was heard of them. In January 1903, the present editor learned from the late Mr John V. L. Pruyn that manuscripts of doubtful origin, relating to the colony of Rensselaerswyck and going by the name of van Wely papers had been left in the hands of his friend Mr Waddington. Concluding that these must be the missing van Rensselaer Bowier papers to which Miss Putnam had just called attention, he secured through Mr Pruyn permission to examine the papers at the State Library and, by comparison with the documents published by Mr de Roever, removed all doubt as to their identity. The fact was reported to Mr Waddington and his permission obtained to communicate with Mrs van Rensselaer Bowier, the widow of the late admiral. It so happened that just then Mrs Bowier and her youngest son were on their way to make a brief visit to this country. They were expected to stay a few days with Mrs Alan H. Strong, of New Brunswick, N. J., and news of the whereabouts of the papers was sent to them there. The owners immediately replevined the papers but, finding that no one intended to contest their claims, abandoned further legal action and entered into the following amicable agree-

ment with the Regents of the University of the State of New York:

AN AGREEMENT entered into July 29, 1903 between John De Witt Peltz of Albany, N. Y., representing Hugo Jan Jacob Van Rensselaer-Bowier and Marten Wilhelmus Marius Magdalus Van Rensselaer-Bowier, and the Board of Regents of the University of the State of New York, concerning the custody, use and disposition of certain documents and papers obtained by Mr Arnold J. F. van Laer from one Waddington of New York City which have been the subject of litigation in the Supreme Court in Albany county.

First. It is agreed that the documents above referred to shall be translated and published as a bulletin by the Regents of the University, together with so much of the original as the library committee may deem desirable, together with Mrs Strong's translation of the unfinished DeRoever printed articles relating to these documents with a preface by Mrs Strong, but such translation and preface shall be subject to the revision and approval of the library committee of the Regents before publication.

Second. Mrs Strong shall be permitted to copyright her translation and preface before publication by the State, if it can be done under the laws of the State and rules of the Board of Regents.

Third. Mrs Strong and the Messrs Van Rensselaer-Bowier shall each receive free of charge 25 copies of the completed work, being 50 copies in all.

Fourth. The original documents shall be left in the custody of the Regents until February 1, 1904, for the purpose of the translation and publication above referred to and for no other purpose, and shall then be returned to John De Witt Peltz, Esq., as representative of the owners.

Fifth. This agreement shall not be valid until it receives the written approval of Mrs Strong.

JNO DEWITT PELTZ
ROBERT C. PRUYN } *Committee of*
ALBERT VANDER VEER } *the Regents*

I hereby approve the above agreement.

SUSAN DE LANCEY VAN RENSSELAER STRONG

The papers received from Mr Waddington consisted of the following:

Van Rensselaer Bowier manuscripts

Numbers in curves are those on backs of documents. Number of pages given after each entry refers to written pages only.

1 1629, Jan. 13–1643, Aug. 6 Letter Book of Kiliaen van Rensselaer. 183f. (366p.) 34x23cm.

Marked on the outside: N°. *A. Rensselaers Wijck Gelegen Inde Noortreviere van Nieunederlandt.* Bound in vellum with green linen cove. The greater part of the writing in the *Letter Book* appears to be the work of three or four different clerks employed by the patroon in the course of the years 1629–43. Here and there a document is entered in another hand and in all some 14 or 15 different hands may be counted. The date of each letter and the name of the person to whom it is addressed are usually written by the patroon and marginal notes, additions and corrections also in his handwriting, indicate that the majority of the letters have been revised by him personally.

2 (36) 1630, Sept. 16 Letter: Symon Dircksz Pos, councilor in New Netherland, to Kiliaen van Rensselaer. 1½p.

Printed in *Oud Holland*, 1890, 8:70–71.

3 (25) 1631, May Certificate of purchase from the Indians of land on the west side of the Hudson River between Beeren Island and Smacks Island. 33½x38cm.

Parchment. Also in *Letter Book*, f. 1b, and in *Dutch Patents*, vol. GG, p. 9–11.

4 (4) 1632? Petition: Pieter Bijlvelt to the copartners of the colony of Rensselaerswyck. 2p.
Much eaten by ink.

5 (5) 1632, July 20 Bills of sale of animals, increase of animals and implements on farm no. 3, on the island of Manhattan, by Pieter Bijlvelt to Kiliaen van Rensselaer. 2p.
In the handwriting of Kiliaen van Rensselaer. Also in part in *Letter Book*, f. 24.

6 (6) 1632, July 27 Promissory note of Kiliaen van Rensselaer to Pieter Bijlvelt for animals and implements on farm no. 3; receipts for payments on same, dated Nov. 11, 1632, and Feb. 24, 1634. ½p.
In the handwriting of Kiliaen van Rensselaer.

7 (39) 1632, July 20 Promissory note of Kiliaen van Rensselaer to Pieter Bijlvelt for increase of animals on farm no. 3; receipt for payment on same, dated Feb. 24, 1634. 1½p.
In the handwriting of Kiliaen van Rensselaer.

8 (1) 1634, Apr. 30 Order of Michiel Pauw to Kiliaen van Rensselaer for payment of bill; receipted by Reynier Pauw. ½p.

9 (3) 1634, July 20 Bill of Michiel Pauw to Kiliaen van Rensselaer for his share in expenses of patroonships in New Netherland. 1p.

10 (2) 1634, June 21 Arbitration of accounts of Pieter Bijlvelt and Kiliaen van Rensselaer by Michiel Pauw and Hendrik Hoochcamer. 1p.

11 (19) 1636, Sept. 25–1637, Nov. 7 Log of the ship Rensselaerswyck on its voyage from Amsterdam to New Netherland and return. 55p.
Marked on outside: *Joernael vooer ijan tiepks Schellinger* (Journal for Jan Tiepkesz Schellinger).

12 (35) 1637, Jan. 8 Letter: Direk Corssen Stam, Jan Tiepkesz Schellinger and Hendrick de Forest to Kiliaen van Rensselaer. 1p.
Written from Ilfracombe, Devon, England.

13 (20) 1637, Jan. 9 Letter: Jan Tiepkesz Schellinger to his wife, Trijn Janse Bruigh.
Written from Ilfracombe.

14 (44) 1638 Petition of the officers and crew of het Wapen van Noorwegen to Cornelis Melyn to lighten the ship. 1p.

15 (38) 1638, Aug. 14 Letter: Willem Kieft to Kiliaen van Rensselaer. 3p.

16 (43) 1639, Mar. 31 Ordinance of Director and Council of New Netherland, prohibiting the sale of firearms to Indians and requiring vessels sailing to or from Fort Orange, the South River or Fort Hope, to obtain a permit. 1p.
Also in *N.Y.Col.Mss.* 4:36, and translation printed in *Laws and Ordinances of New Netherland*, p. 18–19.

17 (18) 1640, July 19 Ordinance of the colony of Rensselaerswyck, prohibiting storing grain and tobacco without inspection. 20 x 31½cm.
Same in 18.

18 (58) 1640, July 19–1644, Aug. 31 Copies of certain ordinances published in the colony of Rensselaerswyck. 12p.
Copia van seenige placcaten gepubliceert Inde Colonie Van Rensselaers Wijck. N°: 1: In the handwriting of Antony de Hooges.

19 (29) 1641, Feb. 5 Resolution of the States General empowering Kiliaen van Rensselaer to dispose of his fief of Rensselaerswyck by will. 1p.
Translation printed in *Doc.rel.to Col.Hist.N.Y.* 1:124.

20 (40) 1641, Feb. 5 Letters patent empowering Kiliaen van Rensselaer to dispose of his fief of Rensselaerswyck by will. 52x67cm.
Parchment. Translation printed in *Doc.rel.to Col.Hist.N.Y.* 1:124.

21 (7) 1641, Feb. 8 Letter: Johannes de Laet to Kiliaen van Rensselaer. 3p.

22 (9) 1641, July 10 Order of the West India Company to Job Arisz, skipper of den Coninck David, to transport Antony de Hooges, Jan Verbeeck and family, and others. 1p.
Printed blank.

23 (17) 1641, July 18 Ordinance of the colony of Rensselaerswyck, prohibiting sale of firearms and ammunition to Indians. 1p.
Same in 18 and 31.

24 (8) 1641, July 30–Nov. 29 Journal of Antony de Hooges on his voyage to New Netherland in den Coninck David. 16p.
Journael gehouden opt Schip den Coninck David, gedestineert naer Nieu-Nederlandt Anno 1641.

25 (37) 1642, Sept. 11 Letter: Willem Kieft to Kiliaen van Rensselaer. 3p.

26 (15) 1642, Oct. 10 Ordinance of the colony of Rensselaerswyck, prohibiting freemen and private traders from coming with their vessels within the limits of the colony. 32½x41cm.
Same in 18.

27 (48) 1643, Aug. 26 Commission to Nicolaes Coorn as commander and *commis* on Rensselaers Steyn and to Jan Dircksz van Bremen as skipper of the vessel. 2p.
Copy.

28 (22) 1643, Sept. 10 Account of ammunition for Rensselaers Steyn and the arsenal. 1p.
Reeckeninge vande Amonitie voor Rensselaers Steijn en Wagenhuijs [Wapenhuijs].

29 (16) 1643 Ordinance of the colony of Rensselaerswyck, prohibiting export of goods without special consent and forbidding people who come to live or hunt in the colony from leaving without making a contract. 2p.
Same in 18 in same handwriting.

30 (13) 1644, Dec. 26 Ledger of the accounts of the ship het Wapen van Rensselaerswyck. 6f.
Schult Boeck Voor Reeckeninghe Vant Schip het Wapen Van Rensslaers-Wyck. N°. M:

31 (14) 1645, May 8 Ordinance concerning the fur trade issued by the officers at Fort Orange in conjunction with the court of the colony of Rensselaerswyck; also, ordinance of July 18, 1641; also, account of grain delivered by Teunis Dircksz van Vechten to the West India Company, dated Aug. 9, 1644. 3p.

32 (46) 1647, Aug. 4 Letter: Johannes de Laet and Samuel Blommaert to Albert Coenraets Burgh, with reply. 2p.

Papers 33–44 are copies made in 1649 for use in settling the claims of the late patroon's copartners in the colony of Rensselaerswyck

33 (41) 1629, Jan. 13–1630, Nov. 7 List of the colonies registered with the Chamber of Amsterdam, abstracted for the Assembly of the XIX, in Zealand, Dec. 21, 1630. 3p.

34 (42) 1629, June 19–Nov. 19 Extract from the Register of resolutions passed by the directors of the Chartered West India Company, Chamber of Amsterdam. 2p.

35 (52) 1629, Nov. 19 Registration by Kiliaen van Rensselaer and associates of a colony above and below Fort Orange, on both sides of the North River. 1p.

36 (49) 1630, Jan. 12–1643, Sept. 8 Extracts from instructions and commissions issued by Kiliaen van Rensselaer. 6p.

37 (32) 1630, Feb. 1 First combination of colonies in New Netherland and shares each partner is to have in them. 2p.

38 (51) 1631, Jan. 12–1643, Aug. 25 Extracts from agreements and contracts between Kiliaen van Rensselaer and his colonists. 5p.

39 (31) 1648, Nov. 20 Resolution of the States General on the petition of Samuel Blommaert and others. 1p.

40 (30) 1649, Apr. 26 Resolution of the States General in the matter of Johannes van Rensselaer and others. 1p.

41 (60) 1649, May 31 Reply of Samuel Blommaert and Johannes de Laet to the States General. 2p.

42 (26) 1649, June 4 Resolution of the States General in the matter of Johannes van Rensselaer and others. 1p.

43 (27) 1649, July 3 Notification from the States General to Jan van Wely and Wouter van Twiller. 1p.

44 (28) 1649, Nov. 5 Resolution of the States General on a petition of Samuel Blommaert and Johannes de Laet. 1p.

45 (59) 1650, Aug. 25–1658, Sept. 11 Extracts from leases and agreements relating to the farms, sawmills, plantations and other property in the colony of Rensselaerswyck. 64p.

46 (47) 1651 Inventory of animals in the colony sent over by Jan Baptist van Rensselaer. 19p.

47 (23) 1653, May 29 Bill of lading for three parcels of furs shipped from New Amsterdam by Jan Baptist van Rensselaer in de Elbinck. ½p.
Printed blank.

48 (50) 1653, Nov. 8 Petition of Anna van Wely and others for appraisal of houses and lots in Amsterdam belonging to the estate of the late Kiliaen van Rensselaer, with appraisers' report. 1p.

49 (34) 1659, Oct. 6 Letter: Sibout Kiewert, of St Christopher, to notary in Holland about the sale of a grave [at Amsterdam?]. ½p.

50 (56) 1663, Oct. 26 Petition of the schout, burgomaster and schepens of New Amsterdam to the director and council of New Netherland for the convocation of delegates from the several towns to consider the state of the province; with the resolution on the same. 3p.

51 (54) 1663, Nov. 3 Letter: delegates to the convention at New Amsterdam to Jan Baptist van Rensselaer and Johannes Pietersz van Brugh. 2p.

52 (55) 1663, Nov. 3 Letter: delegates to the convention at New Amsterdam to the Chamber of Amsterdam of the West India Company. 1p.

53 (54a) 1663, Nov. 10 List of papers sent to Jan Baptist van Rensselaer and Johannes Pietersz van Brugh in the name of the delegates to the convention at New Amsterdam. 1p.

54 (57) 1663, Nov. 10 Letter: burgomaster and schepens of New Amsterdam to Jan Baptist van Rensselaer and Johannes Pietersz van Brugh. 1p.

55 (24) 1665, Apr. 28 Insurance policy on the ship het Gekruijste Hart and lading. 1p.
Printed blank.

56 (45) 1671, July 6 Accounts and invoice of the ship de Witte Kloodt. 6p.

57 (33) 1671, May 15 Power of attorney from Jan Hendricksz van Gunst to B. Coornhart, notary at Amsterdam, to collect money from Aeltje Marchal and others. 2p.

58 (33a) 1671, May 15 Letter: Jan Hendricksz van Gunst to B. Coornhart, notary at Amsterdam. 2p.

59 (33b) 1671, May 15 Note of hand, dated June 28, 1662, of Aeltje Marchal to Jan Hendricksz van Gunst. ½p.

60 (53) 1696, Dec. 30 Letter: Brant Schuyler to Kiliaen van Rensselaer. 1p.

Printed documents accompanying above manuscripts

61 (11) 1629, June 7 Freedoms and Exemptions for the patroons, masters or private persons who will plant any colonies in and send cattle to New Netherland, drawn up for the benefit of the General West India Company in New Netherland and for the profit of the patroons, masters and private persons. 11p. 19.3x15.3cm.
Vryheden ende Exemptien voor de Patroonen / Meesters ofte Particulieren / die op Nieu-Nederlandt eenighe Colonien ende Vee sullen planten geconsidereert ten dienst van de Generale West-Indische Compagnie in Nieu-Nederlandt / ende het voordeel van de Patroonen / Meesters ende Particulieren.

62 (21) 1643, Sept. 2 Placard warning private traders not to sail into the colony and setting forth new trade regulations in connection with the staple right of Rensselaers Steyn.
Broadside 41x28cm, letterpress 37.8x24.4cm.
Entitled: *Waerschouwinge, Verboth, ende Toe-latinghe, weghens de Colonie van Renselaers-wyck* (Warning, Prohibition and Permission concerning the colony of Rensselaerswyck).

63 (12) 1643, Sept. 5 Redress of the abuses and faults in the colony of Rensselaerswyck. 14p. 20x15.5cm.
Redres Van de Abuysen ende Faulten in de Colonie van Renssel:aers-wijck.

64 (10) 1643, Sept. 8 Notice to be served on private traders who contrary to the patroon's orders sail into the colony.
Broadside 41.3x33cm, letterpress 31.4x22cm.
Entitled: *Insinuatie, Protestatie, ende Presentatie van weghen den Patroon van de Colonie van Rensselaers-wijck* (Notice, Protest and Permission on behalf of the patroon of the colony of Rensselaerswyck).

No. 13, 15, 17, four documents in 18, 23, 25–29, 36, 38, 50–52 and 54 of the above list were accompanied by recent transcripts apparently made for Mr Nicolaas de Roever.

Judging from a statement by Miss Putnam, that "not even a stray sheet relating to the American colony of Rensselaerwyck" was found among the papers which she examined at Amsterdam, it is probable that the above listed papers include all the documents used by Mr de Roever with the exception of four, namely: the Protest to the West India Company, April 27, 1634, and the Examination of Bastiaen Jansz Krol, June 30, 1634, both printed in *Oud Holland;* the Certificate of purchase, August 13, 1630, now in the hands of the Hon. John Boyd Thacher; and the Journal of a trip to the Senecas, in 1634, which is apparently the same as the document secured by Gen. James Grant Wilson at Amsterdam in 1895, and printed by him under the erroneous title of "Arent van Curler and his Journal of 1634–35."

Translations. Of the papers received from Mr Waddington transcripts were at once made and the originals, in accordance with the agreement, returned to Mr Peltz as representative of the owners on February 1, 1904. The work of translation was thereupon begun and the present volume is the result. It contains in chronologic order complete translations of the papers received and, by way of introduction, translations of Mr de Roever's articles, furnished by Mrs Strong, whose connection with the work is explained in a separate preface. It is fair to say these latter translations and those of the documents given by Mr de Roever as appendixes, which were also furnished by Mrs Strong and are printed in their proper chronologic place, have been carefully revised by the editor, who has introduced such changes as he deemed necessary and must therefore be held solely responsible for whatever errors are found in them. A few discrepancies between the translations of these appendixes and the text as printed in *Oud Holland* are due to the fact that this text does not always exactly follow the original but words have been omitted or misread and headings have been changed to conform to a general style of editing. In all such cases the translation has been made to agree with the original.

The original plan was to print the entire body of manuscripts both in Dutch and English but a more careful examination of the nature and condition of the papers soon made it evident that no such elaborate treatment was required or even desirable. One reason for this is that the prolixity of the patroon and the repetition of the same matters in letters to different individuals, make one feel the need for condensation rather than for duplication of the material; another reason is that the very repetitions afford in

themselves opportunity for verification of the statements made; and yet a third, that the copies in the *Letter Book*, which contain many errors and frequently continue for pages without punctuation, make difficult reading which would benefit none but the most expert in the Dutch language and therefore not warrant the great expense of printing involved. These statements however do not apply to the documents concerning the organization and internal management of the West India Company nor to the charter of Freedoms and Exemptions; these are printed at the beginning of the present work and, on account of the importance of each article, the difficulty of interpretation always connected with law, and the fact that other translations differing materially from the present have been printed before, it has seemed desirable to give the Dutch text as well as the translation. As shown in the footnotes to these documents, neither the charter of the West India Company nor its amplifications nor the Agreement between the directors and chief participants are found among the Van Rensselaer Bowier manuscripts. They have been included because a knowledge of their contents is essential to the correct understanding of certain allusions in the patroon's writings and because no satisfactory translations were available elsewhere.

In regard to the preparation of this work it may be said that correctness of interpretation has been the chief aim of the translation and that occasional awkwardness of construction must be ascribed to the impossibility of making smooth and idiomatic English out of the unusually involved and clumsy passages which occur in the original. Phrases that were in any way obscure or that seemed particularly important have been cited in footnotes. Names of persons have been given as in the original, including apparent designations of trade or place of origin, in order that the reader might have the benefit of the entire form as it occurs. From this rule depart the names in Mr de Roever's articles, which are printed in *Oud Holland* with a comma between the patronymic and the preposition *van*, as RUTGER HENDRIKSZ, van Soest, and which for this reason have been given in the present work by translating *van* into *from*, as *Rutger Hendriksz*, from *Soest*. Italics have been used throughout to indicate that the spelling of a word follows the original, the only exception to this rule being the word *commis*, which is written also as *commies*, *commijs*, *commys* and *comys*, but for which it seemed desirable to adopt a standard form. This term *commis*, when used in the sense of agent, whether in the colony, at the fort or elsewhere, but not

when used in the sense of supercargo of a vessel, has been retained only after considerable hesitation and because no satisfactory English term seemed available. O'Callaghan, Brodhead and other writers have translated it as *commissary,* which is not bad when understood in the sense of a person having charge of stores or provisions, except for the fact that it creates confusion because the same word has been used by these writers and by the early English colonial governors in their official instructions to render the Dutch term *commissaris,* applying to the magistrates of the local court at Albany. The term *commis* has distinctly a commercial flavor and the fact that the *commiscn* in the colony of Rensselaerswyck and at Fort Orange had also, and necessarily, a certain measure of administrative power does not alter the circumstance that they were primarily trading agents. The term *factor* comes perhaps nearest to it, but is objectionable because it literally corresponds to the Dutch term *factoor* which is not used in connection with the colonial establishments in New Netherland. Wishing to avoid the confusion of the term *commissary,* and not thinking it advisable to introduce the word *factor,* the best solution seemed to be to retain the word *commis.* Strictly speaking, the word *commis* need not have been italicized any more than schout, schepens and other Dutch terms which occur in the text but, inasmuch as the term *commis* was a new feature in English rendering of New Netherland terminology, it seemed best to make this exception and give the reader the benefit of knowing in each case which was the particular word used in the original.

Historical value. The value of the Van Rensselaer Bowier manuscripts as an historical source lies in the authenticity of the information conveyed no less than in the circumstance that for part of the period covered they are, with the exception of a few land patents, some extracts from the records of the States General and the meager accounts in de Laet, Wassenaer and de Vries, the only available material for the history, not only of the colony of Rensselaerswyck, but of settlement in other parts of New Netherland as well. The papers consist for the greater part of the writings of the man who for the first 16 years of the life of the colony managed its affairs from his home at Amsterdam and contain therefore first-hand information as to the plan and motive of the successive steps taken in building up the settlement which has played such a conspicuous part in the development of the province. The letters of Kiliaen van Rensselaer antedate by four years the

earliest business accounts and by 13 years the earliest administrative records that have been preserved among papers of the Van Rensselaer family in this country, cited by previous writers and in the present work as the Rensselaerswyck manuscripts, and from the nature of the case contain much about conditions in the colony that was hitherto either unknown or imperfectly understood. It is true that the papers inform us about the patroon's intentions as to what should be done, rather than about what actually took place, but on the whole a very satisfactory insight into the gradual development of the colony is afforded. Nothing is more interesting than to trace the growth of the settlement from feeble beginnings to a large and flourishing estate; to watch the increase of population, the multiplication of trades, the extension of duties and powers of administrative officers and the final organization of a system of local government which is unique in the history of the province. With respect to all these matters the present papers furnish information which is completely at variance with the statements about the establishment of the colony made by O'Callaghan and the numerous other writers whose accounts may be traced back to his. In reading these accounts one receives the impression that with the exception of the district of Papscanee practically all the land included in the later manor of Rensselaerswyck, situated on both sides of the river and covering a tract 24 miles long by 48 miles wide, was bought as early as 1630; that the same year no less than 20 settlers came over; that immediately a fully organized court with Jacob Albertsz Planck as schout was established and that, also in 1630, Arent van Curler took up his duties of commissary-general or superintendent of the colony. The papers printed in this volume show that nothing of the sort took place. Nearly all the land of the colony, till the purchase of Papscanee in 1637, was on the west side of the river; and instead of all being bought in 1630, a part was not bought till May 1631. Instead of 20 settlers, but ten sailed for the colony in 1630, and no schout or magistrates were appointed till 1632, it being moreover doubtful whether the first schout, Rutger Hendricksz van Soest, ever took the oath and held court. As to Jacob Albertsz Planck, he did not become schout of the colony till 1634, and Arent van Curler, then 18 years of age, was sent out as his assistant in 1637. The truth of the matter is that the contentions between Kiliaen van Rensselaer and the West India Company regarding the right to the fur trade and the various difficulties laid in the way of transportation of cattle and implements by members of the board of directors

who were opposed to the policy of agricultural colonization so impeded the progress of settlement that, in 1634, the patroon was quite ready to abandon the entire enterprise if the Company would pay him the price asked. The uncertainity which existed regarding the prospects of the colony is strikingly illustrated by the entire absence of letters for the year 1633; at the end of 1634 matters seem to have been adjusted and from that time the affairs of the colony moved steadily forward. By 1636 three farms had been established and the patroon made arrangements to send a large number of colonists by a ship equipped at the joint expense of himself and Gerard de Forest. This increase in the population soon made it necessary to make more ample provision for the administration of the colony. Planck held the office of schout as well as that of *commis,* thus combining the chief judicial and executive office with the business management of the colony. In neither capacity was he particularly successful and in 1639 the patroon decided to make a change. Not finding it easy to induce "people of capacity," as he calls them, to accept his propositions, he for the time being entrusted judicial and business matters to the joint care of three *gecommitteerden,* or commissioners, namely, Arent van Curler, Pieter Cornelisz van Munnickendam and Cornelis Teunisz van Breuckelen, who exercised their functions till the arrival of Adriaen van der Donck in 1641. Van der Donck acted in the capacity of schout till 1646, when he was succeeded by Nicolaes Coorn, who in turn was replaced in 1648 by Brant van Slichtenhorst, the first director of the colony. Among the Rensselaerswyck manuscripts has been preserved a complete record of the court presided over by van Slichtenhorst till April 10, 1652, when Director General Stuyvesant established in Fort Orange a court of justice for the village of Beverwyck, independent of that in Rensselaerswyck; for the study of the powers and duties of the officers that preceded van Slichtenhorst, we must fall back on the instructions contained in the present papers, which on that account have especial value.

It may here be said in passing that the court of the colony, while it existed till 1665, when Gov. Nicolls consolidated the courts of Albany and Rensselaerswyck, had apparently rarely if ever occasion to try cases after 1652, when the principal settlement of the colony was erected into a village with separate jurisdiction, and that at a later date, when the Dutch patroonship had been changed to an English manor, the practice of referring cases to the court at Albany had become so firmly established that the lords of the manor never

seem to have cared to exercise their right to hold court leet and court baron, granted them by the Dongan patent of 1685. The question whether this right was actually exercised or not is of peculiar interest because it was one of the most distinct survivals of the feudal privileges for which the first patroon at all times fought so tenaciously.

The letters of Kiliaen van Rensselaer break off abruptly in 1643. As already intimated above the patroon lived till 1646, and it is likely therefore that another letter book, containing accounts of transactions between these two dates was at one time in existence. That no such book is available is especially regrettable because the year 1643 marks an interesting period in the history of the colony when owing to the fur trading privileges granted by the second charter of Freedoms and Exemptions many people flocked to the colony and the patroon was obliged to issue the most vigorous instructions to maintain his rights. Such a book would therefore not only have shown us the effect of these instructions but doubtless also have given us more definite information than we now possess about the closing years of the administration of Adriaen van der Donck and have thrown light on the relative importance of the settlement on the east side of the river where the patroon intended that all mechanics should dwell and the first church should be erected.

New Netherland history. Among matters found in the papers that are of interest outside of the local affairs of the colony may be mentioned the fact that Pavonia was bought by the Company as early as 1634, and not as is generally believed in 1637; the new light thrown on Peter Minuit whose contract for the sale of cattle, entirely in his own handwriting and in good Dutch though with distinctly German spelling, is found in the *Letter Book*; side lights on the administration of Wouter van Twiller and Willem Kieft, to whom the patroon addresses a number of letters; the fact that Hendrick de Forest, the supposed founder of the town of Harlem, did not, as stated by Riker, arrive in the fall of 1636, but in the spring of 1637; the confirmation of the tradition concerning the origin of the name of Storm van der Zee, the eldest son of Albert Andriesz Bradt; and the fact that Bastiaen Jansz Krol was director general of New Netherland from March 1632 to April 1633, between the administrations of Peter Minuit and Wouter van Twiller.

Kiliaen van Rensselaer. To many people the biographical interest which attaches to the writings of Kiliaen van Rensselaer will seem one of the most valuable features of the collection. These

writings indeed reveal in a striking way the personality of the man who figures prominently in the history of colonization as the founder of the only successful patroonship that ever existed in New Netherland, but of whom beyond the fact that he managed this patroonship and that he was a merchant and director of the West India Company hitherto practically nothing was known. The letters show the patroon in his relations to people of every degree, to men in important official positions and to his subordinates in the colony, to his copartners and to his various young relatives who owed their position to his influence; they therefore afford abundant opportunity for displaying his qualities of heart as well as his views regarding the questions of policy of government of the province and the immediate management of the colony. Not the least interesting for a view of the patroon's characteristics and the spirit in which he ruled the colony will be found the letters of 1640 and 1641, in which he explains to his copartners his idea of the patroonship and tenaciously resists all infringements of the rights conferred on him by the charter of Freedoms and Exemptions of which he appears to have been one of the principal framers. The question has been raised occasionally whether the first patroon ever came to this country. The present letters show beyond the possibility of doubt that Kiliaen van Rensselaer did not visit his colony in person between 1630 and 1643, and the records preserved among the Rensselaerswyck manuscripts make it equally certain that he did not do so between the last named date and his death in 1646. It would have been appropriate to add a portrait to this voluminous collection of writings of the first patroon, but unfortunately none is known to exist, that which is occasionally represented as his likeness being clearly of about a century later than the time of the patroon.

List of settlers. In view of the incompleteness of the list of settlers of the colony of Rensselaerswyck furnished by Mr de Roever, who had access to the Van Rensselaer Bowier manuscripts only, and the many errors in the similar list published by O'Callaghan, whose researches were confined to the Rensselaerswyck manuscripts, it has seemed worth while to prepare from the two sources named an entirely new list, which should adequately illustrate the growth of the colony and furnish a reliable means of identification of the persons mentioned in the present papers. This list will be found at the end of the volume. It covers the period of settlement up to 1658, when the papers in the volume strictly relating to Rens-

selaerswyck cease. The list gives in brief form as far as they could be ascertained the principal data as to name, date of arrival, occupation and place of origin of each individual settler and throws much new light on the large proportion of elements other than Dutch that entered into the population of the colony.

Map of Rensselaerswyck. Frequent references in the patroon's writings to streams and tracts of land in the colony which are no longer known by their former names, made it seem useful to add to the present work a photographic reproduction of an early map of Rensselaerswyck on which these topographical features can be located. The original is among the Rensselaerswyck manuscripts. It is a manuscript map on parchment, 22½ by 70 inches in size, and represents the land along the Hudson River from Barren Island, just south of Coeymans, to the mouth of the Mohawk. Lithographic copies of the map have been published in Moulton's *History of New York,* O'Callaghan's *History of New Netherland* and in Munsell's *Annals of Albany.* The map is without date or maker's name. On the strength of an entry of the payment by Kiliaen van Rensselaer of six rixdollars to "Gillis van Schendel, for one map on parchment and four ditto on paper, of the islands and other tillable lands situated in my colony," occurring under date of February 8, 1630, in a copy of an account among the Rensselaerswyck manuscripts, the map is commonly ascribed to Gillis van Schendel and to the year 1630, but as an inscription on the map refers to the purchase of land from *Beeren* Island to *Smacks* Island, which took place in 1631, it is evident that the entry of the payment must either have been placed under the wrong date or else refer to another map. Statements by Kiliaen van Rensselaer in a letter to Johannes de Laet, June 27, 1632, in a memorandum to Wouter van Twiller, July 20, 1632, and in a letter of same date to Dirck Cornelisz Duyster indicate that the map was probably executed in Holland, shortly after July 20, 1632, from rough drafts and surveys of different parts of the colony furnished at various times by Philips Jansz van Haerlem, Crijn Fredericksz and Albert Dieterinck. Of these men very little is known. Philips Jansz van Haerlem is mentioned by David Pietersz de Vries, in his *Korte Historiael,* p. 142, as a young man whom he engaged in June 1635 to pilot his vessel from Sandy Hook to New Amsterdam and who formerly had been in his service in the East Indies. Crijn Fredericksz is mentioned in Nicolaes van Wassenaer, *Historisch Verhael,* vol. 3, part 12, p. 37b, under date of November 1626, as an engineer who staked

out the fort at New Amsterdam. Albert Dieterinck appears to have been *commis* at Fort Orange.

A few features of the map call for special mention. The scale to which the map purports to be drawn is 16⅞ inches to the Dutch mile, or 3⅝ inches to the English mile. This makes the distance from *Beeren* Island to Moenemin's Castle, which on the original map is equal to 67½ inches, exactly 4 Dutch miles, or the extent of territory allowed on one side of a navigable river by the fifth article of the charter of Freedoms and Exemptions. As a matter of fact, however, the distance between these two points is not 4 Dutch miles, or 18.44 English miles, but about 22½ miles, so that the actual scale of the map is only 3 inches to the mile. The central and lower portions of the river are fairly accurately drawn, but the upper part is wrong. Especially puzzling is the wide creek designated as *Renselaers Kill,* which would seem to represent the Mohawk River but does not occupy the right position. Perhaps the most plausible explanation of this error is that the compiler, at about that point, joined two separate maps and, from his unfamiliarity with the topography of the locality, failed to connect the south branch of the Mohawk, indicated on the one map at the falls, with the outlet marked on the other map, and then, from some statement regarding the direction of the river, continued this outlet straight into the country. It will be noticed that of most creeks only the mouths are indicated and that of others, which are traced for some distance into the country, the direction bears as a rule no relation to the configuration of the ground, which was probably sketched in from some high point after the survey of the shore line and the islands had been completed. Up to 1636, but three farms existed in the colony. The castles faintly shown near the names of Godijns Burg, Renselaers Burg, De Laets Burg, etc. represent therefore no actual settlements, but merely indicate the places where the patroon intended that farms should be established. At the time the map was drawn, the land bought for the colony of Rensselaerswyck was almost entirely limited to that on the west side of the river; all that was owned on the east side was a small tract opposite Fort Orange. Curiously enough, the name Rensselaerswyck has been so placed as to cover exactly this territory belonging to the colony.

The inscriptions at the top of the map are as follows:

Left shield. *A.° 1630 adij 28 Iulij, heeft Killiaen van Renselaer doen coopen vande Natien genaemt de Mahikans hare Landerijen ende Iurisdictie van dien gelegen aende Westsijde vande Noord-Riewier besuijd^n^ ende denoorden het Fort Orangen, volgens de beze-*

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gelde brieven voor Dierecteur ende Raden der geotroijeerde West Indische Comp. in Nieu Nederland gepasseert door Cottomack ende Nawanemit, Abantzene, Sagisquwa ende Kanamoack op den 8 *Augustij A°* 1630. *Item van Nawanemit int particulier sijne Landerijen genaemt Semesseeck gelegen aende Oost zijde vande Riewier voorsz. tegen over het fort Orangen soo boven als beneden ende van Paetanock de Meulen kil noord-waerd aen tot Negagonce toe.* Anno 1630, on the 28th day of July, Killiaen van Rensselaer caused to be purchased from the nations called the Mahikans their lands and the jurisdiction thereof, situated on the west side of the North River, south and north of Fort Orange, according to the sealed conveyance executed before the director and council of the Chartered West India Company by Cottomack and Nawanemit, Abantzene, Sagisquwa and Kanamoack, on the 8th of August, Anno 1630. Also from Nawanemit individually his lands called Semesseeck, situated on the east side of the river aforesaid, opposite Fort Orange, above as well as below, and from Paetanock, the mill creek, northward to Negagonce. [This description differs from that in the certificate of August 13, 1630.]

Left scroll. *Tegen over het Fortt op de Zuijd-Hoeck van de Laets Eijland is veel gevogelt te schieten van Gansz, Swanen, Endvogels, Kranen ende Calcoenen, houden Boschwaert in. Insgelijckx de Hertten ende ander wilt. Daer sijn oock Wolven, maer niet groot oft honden waren.* Opposite the Fort, on the south corner of de Laets Island, many birds are to be shot, such as geese, swans, wild ducks and cranes, and turkeys are found in the woods. Also deer and other game. Wolves are found there also, but not large, like dogs.

Central scroll, under the van Rensselaer arms. *Op de Laets Eijlandt sijn veel hooge ende rechte boomen bequaem om riemen van te maken, vande Maquaas cammen (principael inde Winter) Hertten Vleesch genoeg krijgen dat vett ende schoon is, ontrent* 3, 4, *oft* 5 *handt Zeewan voor een hert. souden geern hertten tegen melck oft boter ruijlen, is bequaem te roocken oft in Pekel te Leggen.* On de Laets Island are many tall and straight trees suitable to make oars from. From the Maquaas (especially in the winter) plenty of venison can be obtained that is fat and fine; about 3, 4, or 5 hands of seawan for a deer. They would be glad to exchange deer for milk or butter. The meat is fit for smoking or pickling.

Right scroll. *Inde Vierde kill sijn snoecken ende allerleij Visch. de Steur isser cleijnder als bij de Manathans men kander vande Wilden voor een mes een koopen.* In the fourth kill [designated on

the map as *Bloemaerts Kill* and apparently corresponding to the present Patroons Creek] are pike and all sorts of fish. The sturgeon there is smaller than at the Manathans. One can be bought from the savages for a knife.

Right shield. *A° 1630 den 8 April heeft Killiaen van Rensselaer noch doen koopen van Paep Sickene Komptas Noucoutamhat en Sickonosen hare landerijen genaemt ,Sanckhagag streckende twee dagh reijsens te landwaert in van het Beeren Eijland tot Smackx Eijlandt.* Anno 1630, the 8th of April, Killiaen van Rensselaer caused further to be bought from Paep Sickene, Komptas, Noucoutamhat and Sickonosen their lands called Sanckhagag, stretching two days' journey inland, from Beeren Island to Smackx Island. [For different date assigned to this transaction, see footnote to the certificate of purchase of May 1631.]

The names Bijlaers Dael, Weelijs Dael, Twillers Dael and Pafraets Dael, given to the respective districts on both sides of the river, above and below Fort Orange, commemorate the names of Kiliaen van Rensselaer's first wife, Hillegonda van Bijlaer; of his second wife, Anna van Wely; of his only sister Maria, wife of Rijckaert van Twiller and mother of Wouter van Twiller; and of his mother, Maria Pafraet.

For permission to reproduce the map, the editor is indebted to Mr William Bayard Van Rensselaer.

In closing, the editor wishes to state that while in the present work it has frequently been necessary to call attention to errors in the work of Dr E. B. O'Callaghan, it has by no means been his intention to detract from the great merits of the pioneer work which this gentleman accomplished. In spite of many inaccuracies, O'Callaghan's History contains to this day the only full account of the colony of Rensselaerswyck based on original sources and all who use it must needs be under obligation for the very material help afforded. The time has come however for a revision of many of the statements made and it is hoped that the present volume will aid in inducing some competent investigator to study the whole subject afresh and produce a work that will more nearly answer the requirements of the present time.

The special thanks of the editor are due to his assistant, Mr Peter Nelson, for most efficient aid given throughout the prosecution of the work. Mr Nelson has read the entire manuscript and suggested many changes which have helped to smooth out awkward constructions, clear up doubtful passages and otherwise make the translation more readable.

A. J. F. VAN LAER

PREFACE TO TRANSLATIONS FURNISHED BY MRS ALAN H. STRONG

In the summer of 1890 I visited Amsterdam as the guest of my kinsfolk, the family of the late Vice Admiral Jonkheer van Rensselaer Bowier. The admiral had died a few months before, but his widow, born Jonkvrouwe van Beresteyn, of the ancient family of Bois-le-Duc, Brabant, with her three sons, made me most welcome. At their house, no. 91 Heimerstraat, I met the archivist of Amsterdam, the late Mr N. de Roever, editor of the magazine *Oud Holland*. To him Admiral van Rensselaer Bowier had entrusted the task of editing the important manuscripts inherited by the admiral through his mother, Sara van Rensselaer, last of her name in Holland, from her ancestor, the famous first patroon.

In many interesting interviews, Mr de Roever outlined his idea of bringing these papers to public notice and a plan was formed whereby I was to have his writings on the subject translated into English and published in America. I was to study both modern and old Dutch and secure competent assistance. In pursuance of this idea, I made some individual researches and took many photographs which were to illustrate the combined work. The sudden and lamented death of Mr de Roever put an end to these plans. We were in correspondence to the last. The van Rensselaer Bowier family desired me to fulfil my promise to him and it was my intention to proceed with the publication of these papers, whatever might be the expense and trouble. But through the treachery of a false friend, the documents were purloined in Amsterdam and disappeared for over eight years, being vainly searched for until they finally appeared in America, where they had been pledged for a small sum by their abstractor, who died soon after without reclaiming them. These original documents have been recovered by their owners, and the publication, to which Mr de Roever so fondly looked forward, is now in the hands of the University of the State of New York. By arrangement with the Regents I have been allowed to fulfil my promise to my departed friend, by rendering his unfinished work into English to the best of my ability.

For assistance in my studies and for valuable information, I have to thank the kind offices of Domine P. J. van Melle, of Nijkerk, Holland; Professor A. Raap, of Hope College, Michigan; and Miss Helen W. Ludlow, of Hampton Institute, Virginia. I venture to give the genealogically curious the following facts relating to the Holland branch of the van Rensselaers and the line through which the much talked about documents came to their present owners.

Richard van Rensselaer, the fifth son of the patroon and his fourth by Anna van Wely, became burgomaster and treasurer of Vianen after his return from America, where he had played an important part after the death of his brother Jeremias, the director. He married Anna van Beaumont and died at Vianen in 1695. He had six sons and one daughter. They were Kiliaen, Anthonie, Jan, Richard, Eleanor Herberdine, François and Jeremias. The daughter married Dominus Wilhelmus Pekstok. Kiliaen, the eldest son, married Sara Maria Backholt, and had five sons and five daughters, of whom only one son and one daughter married. The son, Johan Baptist van Rensselaer, married Anna Cornelia de Bruyne and left no issue. The daughter, Anna Maria van Rensselaer, married Isaak Dusart.

Richard van Rensselaer's second son, Anthonie, married Bertha Pekstok. They had three sons and three daughters: Richard, Catherine, Anna Elizabeth, Cornelis, William and Anthonie. All died young or unmarried except William van Rensselaer, who married Cornelia Judith Cramer. They were the parents of three sons and three daughters: Anthonie, Jan Jacob (died in infancy), Magdalena, Jan Jacob, Hendrick Willem, Richard and Bertha. Jan Jacob van Rensselaer married Susanna Catherina Beeldsnyder and left one daughter, Johanna Jacoba Sara van Rensselaer, who married Jonkheer Jan Bowier. She left ten children, of whom the eldest, Vice Admiral Marten Wilhelmus van Rensselaer Bowier, was granted by royal letters patent his mother's name in conjunction with his paternal cognomen, with permission to transmit the same with the arms of both families to his lawful heirs as van Rensselaer Bowier.

The van Rensselaer Bowier family is therefore fully entitled to the name of the Holland van Rensselaers at the present day.

The youngest son of Richard van Rensselaer, of Vianen, was Jeremias, who married Elizabeth de Swaart at Nijkerk, January 18, 1728. She was the daughter of Nelle Maria van Rensselaer (who was daughter of the young patroon, Johannes van Rensselaer, and Elisabeth van Twiller) and Johan de Swaart of Amsterdam. Jeremias and his wife, Elizabeth, lived at Amsterdam and had one son, Richard, who married Geertruy Buytenhuys. They had four sons: Jeremias, Cornelius, Johan and Richard. Three died unmarried: the eldest, Jeremias, married Judith Henrietta Duval. He died in Nijkerk April 11, 1819. His three sons all died young; his wife survived him. In his will Jeremias van Rensselaer stated that except his wife he left no heirs save the family in America. It was

true that he was the last male of his name since his second cousin, Jan Jacob van Rensselaer, had died not long before, but he ignored the fact that Jan Jacob had left a daughter, Sara van Rensselaer, then unmarried, who was a much nearer relative than the kinsfolk across the seas and who had inherited through the direct male line of five generations much of family interest and value from the elder line of Anthonie, Richard's second son, whereas Jeremias came from the youngest son of Richard.

So that if the question were worth disputing, there was still a van Rensselaer left in Holland, albeit only a woman. From the alliance of the van Rensselaer and Bowier families sprang a worthy representative in the person of the vice admiral, who was aide-de-camp to the late king of Holland and enjoyed the personal friendship of that monarch and of his son, William, Prince of Orange, the elder brother of Queen Wilhelmina. Other members of the Bowier family who have the blood but not the name of van Rensselaer, have married into the van Beusekom, van Heemstra and Sanders families, residing in Utrecht, Amsterdam, Nijmegen and Hilversum.

The Bowier family was founded in Holland by Ralph Bowyer, of the family of the Duke of Northumberland. He came to the Low Countries with the Earl of Leicester's expedition in the days of Queen Elizabeth. He acquitted himself bravely, married a Dutch lady, and his descendants, in 1815, became enrolled among the nobility of Holland.

Vice Admiral and Madame van Rensselaer Bowier have had five children, of whom Johannes Jacobus Christian Gysbertus van Rensselaer Bowier died as midshipman, first class, of the royal navy; Cormar van Renselaer Bowier died in 1895 and Maria Clemente died young. The two surviving sons, Hugo Jan Jacob van Rensselaer Bowier and Marten Wilhelmus Marius Magdalus van Rensselaer Bowier, are the present owners of the documents described by Mr de Roever in the following articles.

SUSAN DE LANCEY VAN RENSSELAER STRONG

"Inwood," New Brunswick, N. J.
January 1, 1906

Kiliaen van Rensselaer and his colony of Rensselaerswyck [1]

BY

NICOLAAS DE ROEVER

Late archivist of the city of Amsterdam

TRANSLATED BY MRS ALAN H. STRONG

Toward few men of note of our glorious past have our biographers been so unjust as toward the merchant of Amsterdam whose name stands at the head of this article. Surely this is to be attributed to the fact that, thus far, so little attention has been paid to the history of commerce. And it is just in this field that an important place should be assigned to *Kiliaen van Rensselaer,* because he, being engaged in the West India trade, had not only the courage to found a colony on the American plains and in the woods along the North River and to use his capital for its welfare, but, more especially, because he possessed energy enough to push the work once begun, notwithstanding many disappointments.

The honor which we Hollanders, through ignorance, have denied him has, however, been given him in abundant measure by the descendants of those who were the earliest settlers of those regions. The memory of this citizen of Amsterdam is honored and revered across the ocean. American historians have already made public much that is worth knowing in regard to his colony, but they had not the means of throwing light upon his personality and upon the spirit in which he ruled his settlement. This is not unnatural; it could appear only from his own papers, which were not deposited in any American archives because *van Rensselaer* remained a merchant at Amsterdam all his life and directed his New Netherland possessions while living at the thriving Y. Had this not been the case he would have had no need for employing agents, nor for giving them instructions, nor for writing letters, and in return they would have had no need to send reports and missives to the motherland for the information of the patroon. The archives which remained in his office on the *Keizersgracht* relating to the administration of Rensselaerswyck must by degrees have become important. These papers might perhaps have shared the fate of many private archives and at some time been torn up, had not first a long lawsuit with some of those who were entitled to a share in the territory, and later some no less stubborn disputes with members of the family kept the possessors awake to their importance. When the eigh-

[1] Printed in Dutch in *Oud Holland,* 1890, 8:29-54, 241-59.

teenth century dawned, however, all this was past and peace restored.

The Dutch *van Rensselaers* continued to be great merchants and wealthy citizens, but across the sea the American relatives, to whom now the colony exclusively belonged, rose to the dignity of great nobles, who lived like princes on their domains. Their sons were received with open arms in the republic, as often as they — partly to maintain the old bonds of blood-relationship — journeyed eastward across the waves. The old papers formed thus a natural point of common interest. So they continued to be preserved in part, although it could not be unknown to any of their possessors that they had lost their practical value.

A hundred years later, however, they had already been consigned to a small chest in the garret. The Dutch *van Rensselaers* were extinct in the male line. One of the daughters gave her hand to a nobleman of an English house whose forefathers had settled in Holland in the middle of the seventeenth century and served with honor in the army of the republic. The tradition of the great deserts of *Kiliaen* lived on in the *Bowier* family, and *Jonkheer M. W. Bowier,* later vice admiral and commandant of the navy yard at Amsterdam, assured the name of *van Rensselaer* new life by uniting it to his own.

The remaining fragments of the family archives came now into his possession. He preserved them with reverent care for he understood their importance, although he remained a stranger to their contents.

It was through a visit to him in the spring of 1888 that I became acquainted with the little chest. He eagerly embraced my proposal to arrange and analyze these papers and willingly granted me the privilege of publishing such of them as I deemed fit. It grieves me that the estimable man has not lived to see my plans accomplished, of which this article is a beginning.[2]

This little chest contained the title deed of the territory of the colony,[3] the *Letter Book*[4] of *Kiliaen van Rensselaar,* begun in 1634

[2] I consider it my duty to express my gratitude to his wife, the dowager Madame *van Rensselaer Bowier,* born *van Beresteyn,* for the kindness wherewith she left the papers in my care. N. DE R.

Vice Admiral van Rensselaer Bowier died in July 1889, and is buried in the family plot in the cemetery of Utrecht. S. DE L. v. R. S.

[3] Mr *Bowier* thought that one of these documents was the title deed of the island on which New York is situated. I did not question this until afterwards, when I became convinced that it related to another island, located higher up in the North River. N. DE R.

[4] Mr de Roever calls the book the *Memoriaal;* a full translation appears in the present volume.

and continued till 1643; the documents in the suit before the court of Holland, which was prosecuted after the death of *Kiliaen* between the guardians of the young patroon and some interested parties; some journals, reports and printed documents, and a number of papers of a personal nature, which would be indeed valuable as data for an accurate genealogy, but which are unimportant for our purpose. The *Letter Book* and documents in the lawsuit contain matters concerning the enterprising Amsterdam merchant and his colony remarkable enough to be here mentioned. I can only give a few in full. The opportunity to publish many of the letters, instructions and memoranda copied in the *Letter Book* will come later.

About three quarters of an hour southwest from *Putten* looms up on the heath of the *Veluwe* the *Renselersberg,* where in olden times the freemen of the "Mark" assembled to settle their common affairs and where also the bishop, on his visitation, was paid the tax out of the church property. Near this, about a quarter of an hour from the manorial castle of *Hell,* lay the estate from which the family, which held land there until far on in the seventeenth century, derived its name. They belonged undoubtedly to the landed gentry and seem to be of one stock with other families which, like them, bear the cross molin in their coats of arms.[5]

The family spread in the neighborhood of the original estate, so that we find in *Nijkerk* orphanage trustees of this name who may have been nearly related to our merchant of Amsterdam.

The father of *Kiliaen, Hendrick van Rensselaer Kiliaensz,*[6] was captain of a company of foot soldiers and died June 6, 1602, at Ostend. In after years, *Kiliaen* caused a monument to be erected on his grave and that of his brother *Johan,* born at *Nijkerk,* who also was a captain and who died at *Deventer,* February 7, 1601, after having fought in Friesland. On this monument, which was in the last named city, *Kiliaen* caused to be carved the eight quarterings of the arms of the brothers.[7]

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[5] The earliest mention we have found of the name is made by Jhr. Th. van Riemsdyk, in his treatise, *Het Veluwsche Landgericht, page* 150. He cites from the proceedings of the *Klaarbank* at *Englander-holt* a suit between Hendrik v. Moerselaar and Alydt v. Renselaer *circa* 1450. S. DE L. V. R. S.

[6] The great-grandmother of *Kiliaen,* mother of the *Kiliaen* whose namesake he was, seems to have been a *Luxoel.* An estate of the same name still exists in the vicinity of *Putten.* N. DE R.

The great-grandmother of Kiliaen van Rensselaer, the first patroon, was Derykebia (Dorothea) van Luxoel. S. DE L. V. R. S.

[7] The monument above referred to as being in Deventer is in the old church at Nijkerk. It is a large double slab covering a vault. No interments have been made in

From the marriage of *Hendrik* with *Maria Pasraat*[8] were born two children, *Kiliaen van Rensselaar* and *Maria,* who gave her hand to *Ryckaert,* or *Richard van Twiller.*

It was probably while *Hendrik van Rensselaer* lay there in garrison that *Kiliaen* came into the world at *Hasselt* in or about the year 1580. The death of his father, a few years later, was perhaps the reason that his guardian caused him to be educated as a merchant. No better opportunity presented itself than to bind him out as an apprentice, after the custom of those days, with a relative, who lived in the *Nes* near the *Kleine Vleeschhal.* This relative, *Wolfert van Bijler Wijnandsz,* was a jeweler who had formerly lived in London and had now established himself, with a capital of nearly a hundred thousand guilders, in Amsterdam, where through the settlement of an entire colony of South Netherland diamond polishers, the trade in gems had greatly developed. In those days the diamond trade was nearly always combined with the trade in

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this vault since 1815. A staircase leading to the gallery has been built directly over it. Through the courtesy of Rev. P. J. van Melle, in August 1890, I was allowed to have a photographic reproduction made of the entire slab with its interesting armorial quarterings. They are in a state of excellent preservation. The staircase, while hiding the grave so that it is nearly forgotten, has saved it from the fate of many similar memorials in old churches where the tread of feet for many generations has nearly obliterated the carving.

The brothers were twins. Their names and rank with date and place of death are given in Dutch with a long Latin epitaph. There are two coats of arms at each corner, making eight lines of descent, with the names of the families, viz: Renselaer, Luxoel, Wenckom, Schoute, Indyck, Graef, Hell, Bylaer. At the top are two large coats of arms, with elaborate quarterings of these and other related families, and at the bottom the coat of arms finally adopted as his own and always used by the patroon. The crest is the well known burning basket and in all appears the cross of the Rensselaers. The Dutch and Latin mottoes of *Niemand Zonder* and *Omnibus Effulgior* do not appear.

The Dutch inscriptions on the stone run thus:

Den 7 Februar. 1601 starf binnen Deventer den erntvesten manhaften Hopman Johan Van Renselaer en alhier begraven.

Den 6 Januar. 1602 starf binnen Oestende den erntvesten en manhaften Hopman Henlrick Van Renselaer en alhier begraven.

The Latin inscription reads thus:

D. OP. Max. S.

Johannes et Henricus A Renselaer fratres germaniuter Que viveret turmae pedestris factor ac magnis multisque in Rempub-ac Patriam meritis clarus ille Daventriae hic obtendae in statione sua ad ultimum vitae spiritus fortiter persistens oppetiit posteris memoriterna gloria cognatis et affinibus magno sui desiderio relicto. Et licet separatis ac diversis locis res gerentes Mors oppresserit. Hoc tamen maiorum monumento utrumque commendum pietatis erga opt-Parentum atque Patruum memor Kilianus A Renselaer — Henrici F. Moerens curavit.

These words follow: *Tot Memorie heeft Kiliaen Van Renselaer dit Werc doen maken* (Kiliaen Van Renselaer has caused this work to be done for a memorial). S. DE L. V. R. S.

[8] This name is indexed in *Oud Holland* as *Maria Pafract,* which is probably right, as *Pafracts Duel* appears on the early map of the colony. *Richard, Albert* and *Johannes Pafraet* were famous 15th and 16th century printers at *Deventer.*

pearls, articles of luxury and rarities of every description. The Dutch jewelers found a ready market for their valuable wares at the imperial court and the smaller German courts.

And so we find *Kiliaen,* in March 1608, taking care of the business of *van Bijler* at Prague. When he writes to him about it, he takes the opportunity to impart some political news concerning the strained condition of affairs at that time at the court of the zealous Romanist, *Rudolph II,* the lover of pomp and art, whose dominion over his hereditary estates was disputed by his brother *Matthias* with such success that, but a few months later, the Austrian and Hungarian crowns slipped away from him, while he could retain the possession of Bohemia only by granting religious freedom. As a contemporaneous report from a well informed observer, the following has its value:

"Matters here at the court are going backward and are much worse than two months ago, for His Majesty is much disturbed and melancholy because of this Hungarian and Austrian business and no one dares to speak to him concerning it, fearing disfavor; wherefore he receives little consolation. His Majesty has taken 30,000 ducats in specie out of his treasury and has sent *Monsr de Telly* with them 10 leagues from Vienna to enlist 1500 horse and 3000 foot soldiers, who have been discharged at that place, and he is enlisting more men everywhere; also here in Prague he has secured 500 horse for his guard and protection, saying that he wishes to show that he is the Roman emperor; and His Majesty once almost determined to go to Presburg in person but is now opposed to this. Also the Hungarians, the Austrians, the Silesians and the Moravians have made a covenant and league together to the effect that peace with the Turks shall be observed, that the archduke *Matthijas* shall be accepted as absolute governor and that religious peace shall be maintained; they have sent their envoys to England, Denmark, the Netherlands and other places to state that, in their opinion, these proceedings have not the least tendency to belittle His Majesty's person or reputation. They have also 24,000 men in the field, for Archduke *Matthijas* has opened the arsenals and put the arms in the hands of the Hungarians and has written to the Bohemians that, if they manifest enmity to him, he will pursue them with fire and sword. What will come of all this, God knows; apparently civil war will follow, if matters be not speedily adjusted. God give His Majesty wisdom and understanding to direct this for the best. The Imperial Diet at Ratisbon refuses to grant any contribution, and the

pope, the king of Spain and the other Catholic princes dissuade His Majesty from consenting thereto, which otherwise were the best."

A commercial house of no less importance was owned by *Johan van Wely,* a son of one of the sisters of *Wolfert van Bijler.*[9] He also, as well as his brother *Willem,* or *Wilhelmo,* who thoroughly understood diamond cutting and had earlier been engaged in it himself, were held in high regard at the imperial court, where they often tarried, as well as by Prince *Maurice. Kiliaen* was also related to them.

Whether uncle *van Bijler* gradually retired from business, continuing to keep his eye on the silk-cloth business of his wife, *Anna Willekens,* and making his nephew *van Rensselaer* his successor, it is difficult to say; it is certain that we find *Kiliaen* doing business a few years later under the firm name *Kiliaen van Rensselaer & Co.* His partner was *Jacques l'Hermite,* the younger, son of the later admiral, who married, in 1613, *Theodora van Wely.* The firms combined under the name of *Jan van Wely & Co.* February 28, 1614, to deal in jewels. *Jan van Welij* contributed one half of the capital, 192,000 guilders, of which *van Rensselaer* had an eighth share.

There is a curious clause in the contract whereby the trade in spices and India goods was excluded, "though the appearance of gain be great," if not undertaken with every one's approval. This shows once more to what degree the large commercial houses were engaged in the India trade. The contract stipulated that at the death of *Jan van Wely* the remaining members of the firm should continue the partnership entered into for six years. His murder, therefore, caused no change in the business, but it seems that at the expiration of that time, *van Rensselaer* at least began again on his own account.

A man of, for that time, such substantial fortune, partner in a great commercial house, might well permit himself the luxury of entering the married state. On the 23d of July, 1616, we see him appear before the Commissioners of Matrimony to ask for the registration of the banns of marriage with *Hillegond van Bijler Junsdr.*, then residing at Utrecht, niece of the childless *Wolfert,* who had promised her in advance a legacy amounting to 12,000 guilders.

[9] *Wolfert van Bijler* was first married to *Clara Vroeylick*, of Ghent. In 1591 he married *Catharina Belles*, the wealthy widow of *Fabiaen de Vliet*, in London, and in 1[illegible] he married again at Amsterdam, *Anna Willekens*, widow of *Thomas Hawkins*, a [illegible] draper. Their daughter *Eleonora* married *Johan van Welij* in 1597. N. DE R.

In the same year the young husband purchased a couple of lots on the east side of the recently dug *Keizersgracht,* between *Harten* and *Wolven* streets, on which he built a house. To occupy this house, on which he hung out the sign of "the Crossed Hart," he left his dwelling on the *Oudezijds Voorburgwal.*

Their happy married life lasted for nearly 10 years. Two sons, *Hendrik,* who seems to have died in childhood, and *Jehan van Rensselaer,* baptized September 4, 1625, in the *Oude Kerk,* were the fruits of this union and survived the mother, who died and was buried in the *Oude Kerk,* January 1, 1627.[10]

We have just observed how even jewelers, in the first years of the opening East India trade, sought to profit thereby. The practical spirit of the Dutch merchant could not fail to point out to him the way to the riches of the West Indies and Africa. During the truce,[11] our merchants had sailed unmolested to the West Indian parts and received no letters of marque to take prizes from the enemy. Before the war began again, people realized that the West India trade might bring great prosperity to the country and that more power might be developed against the Spaniard to his greater damage, if thenceforth the merchant should no longer steer westward singly with his armed ship or in company with others, but if, after the manner of the large and prosperous East India Company, a company for carrying on commerce with the West Indies, Africa and Australia could be organized, which might, like the sister company, act as the war-waging power in those parts and be supported by the treasury, ships and troops of the state.

After long years of preparation the charter was granted, June 3, 1621, and the subscription list was opened. It is known that subscriptions did not come in very rapidly at first on account of the exclusion of the salt trade from the charter. When, however, this difficulty was removed, the full amount was soon subscribed.

The Chamber of Amsterdam, "because thence came the most money,"[12] had the largest number of directors, who were to administer four ninths of the entire capital of the Company. There were 20, each of whom had to contribute at least 6000 guilders. Next to the board of directors, there was a body of chief participants, each of whom had the same amount invested in the Company. They

[10] From the inscription in the burial book it is evident that *Kiliaen* had changed his signboard to conform to his coat of arms, by painting in a white cross. N. DE R.

There was a daughter, Maria, born of this union. She seems to have died young. Her name appears in an old family chart. S. DE L. v. R. S.

[11] Twelve years' truce, 1609–21, between Spain and the United Netherlands.

[12] *Resolutions of Holland and West Friesland,* Sept. 30, 1621. N. DE R.

took no part in the daily management, yet, as the representatives of the stockholders, no resolutions of any importance could be taken without them. The annual report and accounts were also submitted to them. In due time the stockholders were granted a permanent representation in the board of directors by the stipulation that the first two vacancies should be supplied from the ranks of the chief participants.[13]

The first chief participant who was thus received into the Chamber was *Kiliaen van Rensselaer*.[14] From this it appears at once that he was included, at the first subscription, among those who, comprehending the vital importance of the matter, had subscribed at least 6000 guilders. That his fellow stockholders were satisfied that they could entrust their interests to no better person, their confidence in him evinced; furthermore, he was generally known and reported as an unusually clear-headed man, an able and practical merchant, who did not limit himself to his own branch of trade.

Unfortunately we are only able to judge of his position in the important matters considered in the meetings from a single document of his own authorship, written a few years after the organization of Rensselaerswyck. This memorial was presented by him to the directors November 25, 1633. I shall give it hereafter as an appendix.[15] It is noteworthy as a document for the history of the Company, both because from it we learn what interests were to be subdued before the Company decided to establish a colony in New Netherland and because we find in it the reason for the partial monopoly of the fur trade and the organization of colonies under patroons.

From it we learn to know *van Rensselaer* as the man who proposed to curtail the fur trade, in order that the Company might continue to draw profit from it, which they would lose in case the supply of skins should become too great and the animals should be killed off too fast by the hunting of the savages; also as the man who, in connection therewith, made the plan to colonize New Netherland, not by hunters but by farmers, and in this manner to make of it, as it were, a station for ships from the West Indies

[13] Amplification of the charter of the W. I. Co., Feb. 13, 1623. N. DE R. This reference is erroneous; the provision that the first two vacancies should be supplied from the ranks of the chief participants is found in art. 6 of the *Agreement between the directors and chief participants*, June 21, 1623, printed on p. 126–35.

[14] Agreement between the directors and chief participants, June 21, 1623, art. 6, in connection with the list of directors in de Laet's *Jaerlijck Vchael van de Verrichtinghen der W. I. C.* N. DE R.

[15] Printed on p. 235–50 of this volume.

and Brazil, where supplies of grain, cattle and provisions might be obtained instead of returning for them to the mother country. The Company would thereby be relieved of the great expenses connected with a direct transportation of such indispensable articles to these distant countries, which cost was not met by the profits of the fur trade. He predicted that they would be obliged to abandon New Netherland if this course were not adopted. However logically this plan may have been conceived, there were many even among the directors who drew great profits just from the freighting of the outgoing ships laden with all kinds of commodities for which there was demand in the West Indies and Brazil; and who, esteeming their personal gains higher than the welfare of the Company, pitted themselves against the plans of *van Rensselaer*. When, however, he succeeded in gaining the favor of the majority and in causing a number of farmers to emigrate to the island *Manhattas*, the minority found pleasure in being able to point out the fact that matters in the new farming colony did not proceed as desired. They tried to make *van Rensselaer* suffer for this and at the same time to force the abandonment of the Company's system already adopted. They succeeded so far in this that *van Rensselaer* and his fellow commissioners having special care of the affairs of New Netherland were obliged to take upon themselves the colonization without expense to the Company, which they said they were not disinclined to do, provided the Company would grant them Freedoms.[16]

Without allowing their own profit to have the strongest influence, they wished to extend the chance for gain to each individual stockholder. The greater the number of colonies started, the better. This was to the interest of the Company. The minority, not intending to allow the future patroons to pluck the fruits which the colonies promised, haggled over the Freedoms drafted by the latter and even desired that the fur trade should be monopolized by the Company, which had not been the case heretofore. The majority, however, did not consent to this and adopted propositions more favorable to the patroons. The amount of opposition which *van Rensselaer* was obliged to endure from this minority is summed up in the memorial in detail. The fall of *Zwaenendal* and the failure of other colonies are therein explained.

[16] On March 28, 1628, the Freedoms and Exemptions were first established. They were, however, so limited that those who had felt inclined now declared themselves indisposed to organize colonies on that basis and urged other measures. After much consultation more favorable conditions were given, on June 7, 1629. See Appendix A [p. 235–50 of this volume]. N. DE R.

The above facts are enough to teach us to respect the merchant who so justly apprehended the needs of the Company.

It was in the midst of the strife of these opinions, about a year after the death of his wife, that, on the 14th of December 1627, in the *Nieuwe Kerk*, he married *Anna van Wely*, daughter of his former partner, *Jan van Wely*, and related to himself as well as to his former wife. We know that the court jeweler of Prince Maurice was very rich. *Anna*, who had three brothers, undoubtedly bore quite a fortune with her to the altar, which, though she wedded with marriage settlements, served to enlarge the business capital of her husband, as did also the inheritance which *Kiliaen*, as well as both his wives, received from uncle *van Bijler*.

In the meantime our jeweler seems to have conceived the idea of bringing into cultivation the waste lands of his native country. While, on the one hand, in the United Provinces people were gaining fertile fields by diking in and draining pools and lakes of every description, there were others who expected far more profit from the reclamation of the heaths. In 1619, *Dom Emanuel*, prince of Portugal, endeavored to obtain a patent from the States of Holland for the reclamation of the heaths and woodlands of *Gooiland*.[16a] After that had been refused him, advocate *Ingels* and his partners had better success and began in 1625 the laying out of *'s Graveland*.

Whether *Rensselaer* also came under the influence of the spirit of the age, it is certain that in 1620 he began the cultivation of some heath lands in the *Gooi*, which he continued after he had become the owner, June 16, 1628, of the estate *Crailo*, near *Huizen*,[17] to which he added a large stretch of mostly unreclaimed land. So, at any rate, we are informed by *Jan Jeremias van Rensselaer*, known as a poet in the second half of the last century, in his *Kraillo Hofdicht* (1770).

To the original success which rewarded his reclamation of the sandy, by no means tractable, soil of the *Gooi*, may be attributed the fact that he could discern no difficulty in beginning on a very large scale an agricultural undertaking on the almost virgin fields and plains of New Netherland, when, as we have already observed, the Company decided according to the second article of their charter "to promote the peopling of those fruitful and unsettled parts,"

[16a] District in the southeastern part of the province of North Holland, comprising the city of Naarden and the villages of Blarikum, Bussum, 's Graveland, Hilversum, Huizen, Laren and Muiderberg.

[17] Communicated by Mr *A. N. J. Fabius*, archivist of Naarden. N. DE R.

to allow the colonizing to be done by private enterprise, retaining only that of the island *Manhattas* purchased in 1626 from the natives.

In the resolution for the organization of colonies by private individuals, it was stipulated[18] that those who had declared themselves disposed thereto, might send two persons thither to examine the country. On January 13, 1629, the directors, *Samuel Godijn, Kiliaen van Rensselaer* and *Samuel Blommaert,* had already requested that it be noted that, as they intended to plant colonies, they would send *Gilles Houset,* sailor, and *Jacob Jansen,* cooper, to New Netherland, in order to report what they should find. The following directors presented themselves successively as patroons: *Michiel Pauw van Achttienhoven,* over the region bordering on the river *Sickenames* (June 7); *Godijn,* the region bordering on the west side of the South River (June 29); *Pauw* again, the island *Fernando Moronho* (October 15); *Albert Coenraetsz Burgh,* the island of *St Vincent* (October 22); *Burgh* again, the region on the east side of the bay of the South River, over against *Godijn* (November 1, 1629); *Blommaert,* the region on the Fresh River, which he immediately christened *Blommaerts* River (November 16); *Kiliaen van Rensselaer,* the region on the North River above and below Fort Orange on both sides of the river, including the islands therein, and downwards as far as was resolved by the Assembly (November 19); *Pauw* again, a region on the North River westwards including *Machackmachoors* land and the *Hamelshoofden* on the east side (January 10, 1630);[19] *Blommaert* again, one of the islands, *St. Martin* or *Barbados* (April 17); *Godijn* again, the island *Tortuga* (August 28, 1630); *van Rensselaer* again, the island *du Sable,* 43° or 44° north (November 7). All these persons sat as commissioners for New Netherland affairs.

In the Chamber of Zealand, six persons declared themselves as patroons: *Johan de Moor,* for *Tabago* and the territory of the Amazon; *Abraham van de Perre,* for *Berbice; Claude Provost* for *Cajana; Jan van Rien* for *Quaro,* and *Jan van der Goes* for *Essequebo.*

We must now inquire what conditions the Company had granted that caused the aforesaid persons to decide to undertake the colonizing of these partly inhabited, partly wild, lands.

[18] This stipulation was repeated in art. 1 of the Freedoms and Exemptions. N. DE R.

[19] The bounds of the colony of Pavonia as here given are incorrect. See registration of the colony on p. 158.

The patroons agreed each to send 50 persons, above the age of 15, to their respective dominions within four years after their application as patroons. The concession would lapse in case this condition were not fulfilled. The patroons of the colonies on the North River recognized the staple-right of the Company on the island *Manhattas* and the monopoly of the fur trade in those regions where the Company had *commissen*.[20] They declared that they would abstain from the weaving of woolen, linen and cotton goods.

They were also under obligation to purchase of the natives those lands which belonged to them and were within the bounds of the colony, as the Company itself, and to collect funds for the support of a minister and schoolmaster, and finally they were to conform to a general scheme of government to be framed by the Nineteen.

Over against these obligations, truly not severe, stood far-reaching rights of deep significance.

Of the whole dominion assigned to them, which they might extend, if they chose, to four leagues along the coast or along one side of a river and two leagues along both sides of such a river, and as far inland as the situation would allow, and which they might exchange for another if it proved little adapted for colonizing and farming, the patroons would be sole proprietors, as also of whatever the land might prove to contain, such as mines, marble quarries, precious stones and metals. Over this dominion, which they should hold as a perpetual fief from the Company, they should have jurisdiction in *optima forma,* including power of capital punishment, save for appeal to the director and councilors in New Netherland in matters above 50 guilders, and should also have the right of appointing magistrates. Further they should possess all manorial privileges, the rights of hunting, fowling and fishing, and the right of the wind. The colony first settled on a river or on an island should have control; while later colonies could appoint councilors to manage affairs relating to the common welfare.

The colonists, and the wares which they might desire to bring over, would be carried going and coming by the ships of the Company at a moderate tariff. Cattle and farm implements would be conveyed without any charges. In case there were no ships ready, the patroons might use their own vessels, provided they took on board an officer of the Company, bearing the title of "assistant."

[20] Elsewhere this trade was free, but the Company taxed each skin, whether of beaver, otter or mink at the rate of one guilder. The importation of beaver and otter skins amounted in 1624 to 4700; in 1625 to 5758; in 1626 to 8130; and in 1627, when the average value had dropped from six guilders to 1.60 guilders, to 7890. N. DE R.

They might trade along the entire American coast from Florida to Newfoundland if, on returning with their cargo, they recognized the staple-right of the Company by the payment of five per cent on the goods which were to be shipped to Holland. The cod fishery was excepted. They might ship the entire catch directly to neutral lands under the supervision of a supercargo of the Company. Of prizes taken from the enemy they were to enjoy two thirds and the Company the rest. The colonists were not required to pay any import duties whatever to the Company for the first ten years. The Company was not to deprive the patroons of any of their settlers and was even to seize and deliver up those who had run away. The Company also promised protection against civil and foreign enemies; for which purpose it would strengthen the fort at the *Manhattas;* while it would also provide the patroons with as many negroes as possible, without, however, being bound thereto.

To the supreme government in New Netherland, consisting of director and council, the colonies along each river and on the islands might [each] send an agent to care for the common interests. This board must further be kept informed by a detailed annual report of the condition of each colony.

This constitution for the patroonship regulated the affairs in New Netherland largely in the spirit of the middle ages, which in the fatherland still spoke in the feudal system. The patroons were mighty vassals who were represented before the lieutenant of the feudal lords by their ambassadors, the agents, and granted their own fief in mesne tenure to the colonists. It does not surprise us at all, therefore, that so many desired to establish themselves in the New World as potentates of such importance. It would appear, however, to have been by no means an easy task.

The minority of which I have just spoken had, on the ratification of the Freedoms, succeeded in gaining, besides the restriction of the fur trade, still another clause by means of which it was possible for others than the patroons, though on a much smaller scale, to become owners of land in the new colony.

In distinction from the colonists or colonizers, such immigrants were called freemen or free merchants. Whoever desired to embark for New Netherland in this capacity could obtain there from the director and council what land they chose and as much as they could cultivate, provided they remained at a distance of eight leagues from the colonies of the patroons. They were also allowed to engage in fishing and to establish salt works, and would enjoy the protection of the Company.

That must have encouraged all those who felt themselves inclined to the state of colonists and were without means and without any credit with their more wealthy friends. Every one who could simply pay his passage and was able to supply himself with the most necessary articles was promised, by the prospect of landholding in the New World, a certain prosperity which he could not expect to attain in his native land.

Not a few offered themselves to go as freemen far across the sea. The patroons, however, had apparently some trouble in enlisting the required number of colonists, so that the failure of the projected colonies may in part be attributed to this fact.

That *van Rensselaer* knew how to meet these difficulties is due undoubtedly to his earnest perseverance and energy, perhaps also to the more liberal conditions of his grant, but surely also to the more favorable circumstances which gave him an advantage over the other patroons.

Owner of extensive lands in the sandy *Gooi* and, moreover, of family estates in the not much more fruitful *Veluwe*,[20a] where numbers of relatives were landowners and struggled to subsist on meager means, his agents needed to employ but little persuasion to induce some *Gooiers* and *Veluwers* to migrate to more fruitful regions where the battle with the soil for subsistence would be less severe. We should also not lose sight of the fact that he might depend on the indirect support of his nephew *Wouter van Twiller*,[21] who had been appointed director of New Netherland in 1632, and with whom he engaged in friendly correspondence at a time when, in the fatherland, the directors opposed the patroons in every way.

The report of the agents sent out had not been unfavorable. They had selected for *van Rensselaer* an extensive domain on both sides of the North River in the vicinity of Fort Orange, which extended 24 miles in length, 40 miles in breadth and covered a surface of 700,000 bunders.[22] Since 1625, no colonists lived in or near the fort. The location was chosen with care with regard to the fort, because in case of danger it would be a sure point of defense and

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[20a] Northwestern part of the province of Gelderland.

[21] *Van Twiller* was the son of *Maria*, the sister of *Kiliaen*. N. DE R.

[22] The statement is apparently taken from O'Callaghan, *History of New Netherland*, 1:124; the miles are English miles and Mr de Roever has erroneously used *bunder*, equivalent to two acres, as translation of acre. Elsewhere, when miles are referred to by Mr de Roever, Dutch miles are meant and the word has been translated leagues. O'Callaghan's statement, while fairly describing the extent of the colony under the patent of Nov. 4, 1685, does not agree with the facts in 1632. As explained in a footnote on p. 167, the land embraced by the first two purchases of Aug. 13, 1630, and May 1631 was almost entirely on the west side of the river.

retreat and its garrison would be very likely to inspire the natives with awe and fear, sufficient to restrain them from attacking the colonists, certain as they might be of being pursued by the soldiers who were well armed, though few in number. In this manner *van Rensselaer* employed the troops of the Company more or less as coadjutors to his colonizing plans. Moreover, he would derive profit from provisioning the garrison of over 25 men. He estimated their annual support at 100 guilders per capita. Furthermore, the fort would become an easily reached market place for the colonists, where they could maintain communication with the outer world. He, therefore, ever exerted himself to maintain friendly relations with the commander of the garrison and the authorities within the walls. Little could he suspect that just from this source, through altered relations, all manner of unpleasantnesses and difficulties would arise.

His first act must now be to obtain possession of the land for his colony from the *Mahikans,* the original owners, who had never been willing to sell their territory, not even the ground of Fort Orange. After they had been involved, through the instrumentality of the *commis Daniel van Krickenbeek,* in a bloody war with their neighbors, the *Maquas,* and were defeated in 1629, they were found ready to dispose of their possessions.

Two officers of the West India Company in Fort Orange, *Bastiaen Jansz Crol* and *Dirk Cornelisz Duyster,* specially empowered thereto by writing of January 12, 1630, purchased the following April[23] a large tract of land on the west side of the river. We learn from this writing how this was to be done. They were to make payment to the chiefs in the presence of the whole nation, in merchandise which they should purchase for his account from the Company, and the deed should be acknowledged by the chiefs at the *Manhattans* in the presence of the director and council. *Van Rensselaer* gave his preference for flat timberless land, of which they should purchase as much as they could obtain as far as five leagues on both sides of the fort.[24]

Houssct increased this territory, in August, by tracts of land on the right bank, located above and below Fort Orange, and also by land on the east side of the river. It was also extended by deeds of purchase of May 1631 and April 13, 1637.

The good understanding between the patroons of the Amsterdam

[23] M. de Roever here follows O'Callaghan, who erroneously refers to the purchase of 1631 as occurring in April 1630. The date of the certificate is May 1631, which is given by Mr de Roever as that of a distinct purchase. Cf. note on p. 182.

[24] Cf. note on p. 159.

Chamber left nothing to be desired; *Burgh, Godijn, Blommaert* and *van Rensselaer,* before signifying to the directors their willingness to start colonies, made an agreement to work the projected colonies on joint account, each under the direction of one of them.[25] They could, in consequence, soon register such of their colonies as they had made preparations to establish.[26] Three persons should each have a one fifth share in each colony, while the fourth should receive the remaining two fifths, take the responsibility for its management and exercise the rights of patroon.[27] The patroons were to act in concert, with this understanding, that the managing patroon had the disposal of all sums amounting to less than 2000 guilders, while a majority of votes was required for sums up to 4000 guilders, with unanimity regarding expenditures above the latter figures.

On account of the disputes between the directors and the patroons, the colony under the management of *Blommaert* "was not started but remained at a standstill" while those under *Godijn* and *Burgh,* "after the work had been begun," were "finally sold to the West India Company."[28]

Only the colony which was managed by *van Rensselaer* continued to exist under the patroons. His share in this, as we have said, amounted to two fifths. He successively purchased from the heirs of *Godijn,* among whom were *Jacob* and *Hendrik Trip,* the latter's share, so that he soon became the owner of three fifths. The two other shares remained, partly in the hands of *Blommaert* and partly in the hands of others, *Adam Bessels, Johannes de Laet* and *Toussaint Muyssaert,* the last two being in the place of *Burgh,* so that ultimately each of them owned one tenth.

It goes without saying that each colony depended upon its manager, who must, in the first place, comply with the stipulations of the Company. In accordance with one of these, 12 or 13 colonists must be transported to Rensselaerswyck before the 19th of November, 1630. There seems to have been some difficulty in securing even this number, and when they were found and had ratified

[25] *Pauw* did not enter into this agreement for his colony *Pavonia.* There is nothing, however, to mark any unfriendly relation with the other patroons. N. DE R.

[26] See Appendix A [p. 235–50 of this volume] in regard to the fate of *Tortuga,* the colonies on the bay of the South River, and the proposed colony on the island *du Sable.* N. DE R.

[27] In the beginning they seem to have had another division, to which a contract, dated Oct. 1, 1630, refers. N. DE R.

[28] The cause of this is explained by *van Rensselaer* in the Memorial, Appendix A [p. 235–50 of this volume].

The colony *Pavonia* is not considered in this account. N. DE R.

the notarial contract by signature and mark, and some times even the copy in the *Letter Book* of the patroon, and had received their advance, it often happened that even then some would desert when the lighter was about to depart.

An agricultural colony without cattle was an impossibility. It required careful planning to provide the cheapest way of transporting animals in order to enable the colonists to engage in farming. "If I can get no animals, I shall not succeed in bringing over 50 persons," exclaimed *van Rensselaer* in one of his letters.[29] He had thus to be constantly on the lookout to obtain them wherever he could. The transportation of cattle proved extremely expensive and little effective, since, not to mention the loss on shipboard, many died in their new home. The Company, though bound by the Freedoms to allow the carrying of cattle, did not make this easy for the patroons and only provided stalls for the cattle on deck. We willingly believe that they needed the entire hold for their own cargoes.

Van Rensselaer now, with true merchant shrewdness, made use of a defect in the conditions under which the colonists of the Company had settled on the island of Manhattans. He caused *Rutger Hendriksz,* from *Soest,*[30] one of his colonists, to rent one of the eight farms at that place; took upon himself the payment of the Company's equity; ordered the land, which had not yet been cultivated, to be farmed; and assumed the payment of the sum in lieu of which the farmer, after the lapse of six years, would have become owner of the four horses and the cattle (4 cows, 2 heifers, 6 sheep and 6 hogs, which had been provided by the Company for each farm), with the result that the Company could not prevent him from transporting these animals to his colony. At the same time he made a contract with *Wolfert Gerritsz,* from *Amersfoort,* a colonist at the *Manhattans,* who was temporarily in the fatherland, binding him to settle during a few months of each year at Rensselaerswyck, in order to plant and sow, and at the same time, whenever young cattle were offered for sale in New Netherland, to buy them on his account. Together with *Wolfert* and *Rutger* emigrated *Brant Peelen,* from *Nijkerk, Roelof Jansz,* from *Maasterland,*[31] the latter like *Rutger,*

[29] Letter to *van Twiller,* July 27, 1632 [p. 220–34]. N. DE R.

[30] See introduction p. 27 for statement regarding form of names used in the preparation of this volume.

[31] In the *Van Rensselaer Bowier Mss,* in the *Rensselaerswyck Mss* and in the *N. Y. Col. Mss,* invariably written *Masterlant, Masterlandt* or *Masterland;* not *Maasterland* or *Maesterland,* as spelled by Mr de Roever and other writers. *Maesterland* occurs in *Groot Placaet Boeck,* 1:724, 726, 741, 2384, 2396, 2438 and 8:1248, in connection with the herring fishery and has reference to Marstrand, on a small island off the coast of

as farmer on one of the projected farmsteads, a number of farm hands and a shepherd for the 13 sheep, which were entrusted to their care during the voyage.

Since, as it appears, more cattle were transported by the Company than they needed on their eight farms, he agreed with *Michiel Pauw* that each should take half of them. Thus again he obtained eight horses and seven cows. He brought about all this in January 1630.

Now he must think about establishing farmsteads. Under the direction of *Wolfert* and the supervision of *Bastiaen Crol, commis* at Fort Orange, the first farm was to be laid out; and with the assistance of the laborers of the Company, who were put at his disposal by the director *Pieter Minuijt* for compensation, houses, barns, hay-barracks, sheep-cotes and also a boat were to be built and bricks and tiles baked.

In a short time two were ready, viz, *Rensselaersburg* and *Laetsburg*. It seemed that the affairs of the patroon and his colony were well launched. The good understanding between him and the local authorities in New Netherland who naturally followed the orders of their superiors, the directors in the fatherland, conduced strongly to this end.

In January 1631, he sent *Marinus Adriaensz*, from *Veere*, with some assistants as tobacco planters, and in July of the same year *Laurens Laurensz*, from *Kopenhaven*, was sent, with another Northman, to run the sawmill and grist-mill; also a number of laborers and eight or ten calves.

Now let us see what terms he offered to his colonists. That he did not value each individual equally goes without saying. The persons whom he appointed as managers of the farmsteads or farmers received during two or three years before the farm could be considered to be in good working order, 150 to 180 guilders. The patroon defrayed the expense connected with the farm and provided cattle, wagons and implements, besides farm hands who received from 40 to 90 guilders and a boy whose hire amounted to from 25 to 40 guilders, and these, during the time of their contract,

Sweden, near Göteborg. (See *Woordenboek der Nederlandsche taal*, 5:2210; map of Denmark in John Speed, *Theatre of the Empire of Great Britain . . . with a prospect of the most famous parts of the world*, London 1676; and *Paskaert van t' Schager Gat . . . door C. J. Voogt, Geometra, 't Amsterdam by Ioannes van Keulen* [1710]). If, as may be presumed, Masterland is the same as Maesterland, it is interesting to note that Roelof Jansz as well as his wife, the well known Anneke Jans — whose mother, Trijn Jonas, appears in a fragment of an account of New Amsterdam, 1639, among the *Rensselaerswyck Mss*, as *Trijn Jonas van Masterlan*[*d*] — were probably not Dutch, but Swedes.

usually three to four years, received an annual raise of from 10 to 20 guilders and board, which was paid by the patroon. In the beginning they were to do everything needed as well as they could with the help of the workmen of the Company. When the farm was once in full swing, then other regulations came in force. The clear gains, after deducting the wages of the farm hands, were divided biennially between the patroon and the tenant. The former remained owner of the cattle but their increase was again divided. With the animals thus obtained, the patroon could start a new farm, while he could purchase the tenant's half of the cattle according to the Company's tariff and the crops according to market price at the *Manhattans*. The mechanics who emigrated as colonists received about as much as the masters of the farms but were to be lodged by them and their board was charged to the patroon. Whenever they were employed by others, the patroon was to receive one half of their earnings. Some of the colonists were to pay their own passage; the less important as a rule, not. Small advantages in the shape of advance money and presents were enjoyed by all. It is interesting to note that the terms became gradually more favorable to the colonists. I mention here only the contracts of the first years.

Between 1630 and 1632 he transported to Rensselaerswyck on these terms, in the first year 10 and in the two succeeding years 12 persons, not counting children. About one third came from the *Gooi* and the *Veluwe*. A few were secured on the *Manhattans*, where might always be found people whose contracts had expired or who had not succeeded, and some negroes naturally belonged to the number.[32]

The relations between the directors of the Amsterdam Chamber and the patroons, however, gradually became less favorable for the latter. I have already spoken of the minority who were opposed to the colonization. They alleged that the patroons' aim was to monopolize the fur trade and thus to injure the Company. The falsehood of this charge is clearly shown by the nature of the colony of *van Rensselaer*, and furthermore by the contracts made with the colonists, which prohibited the fur trade. He writes on July 20, 1632, to *Duyster*, "I have forbidden my people the fur trade; although, according to the fifteenth article of the Freedoms, I have as much right as others, yet I have done this in order to avoid dispute with the Company."[33] Notwithstanding the honest inten-

[32] In Appendix D, I give a list of the persons sent by the patroon to his colony until 1634. N. DE R. See statement in introduction, p. 32, regarding this list.

[33] See p. 216.

tions of *Kiliaen,* the minority increased. It appears that they found their spokesman in *Marcus de Vogelaer,* and that among others his side was supported by the directors *Cornelis Bicker, Guiliam Bartolotti, Hendrik Broen, Hendrik Hamel, Marcus van Valckenburgh, Simon van der Does* and *Abraham Oyens.* On account of the biennial retirement of one third of the directors of the Amsterdam Chamber, a temporary change took place in the management.[34] The minority suddenly grew to a majority and meant to make their influence tell.

At the *Manhattans,* the Company's young colony, matters were not going as well as might be wished. This the opponents of the colonization ascertained, but the Company had already gone too far to abandon the colony.

Colonial progress was crippled by the bad relations among the local authorities. They neglected the Company's interests in mutual disputes.[35] The factions each found their sympathizers at Amsterdam. The director *Pieter Minuyt,* who had gradually gained the patroons' friendship,[36] was now worsted by the intriguing secretary, *Johan van Remunde,* supported by *de Vogelaer,* who had become commissioner for New Netherland affairs, and his party. The secretary had reported so many grievances, both true and false, in his letters, that the directors seemed to judge it advisable to hear him and, at the same time, a number of their officers, who under the circumstances may well have apprehended that their summons was the precursor of the discharge awaiting them in the fatherland. This happened about the middle of 1631. The party of *van Rensselaer* had still influence enough to bring about the promotion as director in the place of *Minuyt,* of the *commis* at Fort Orange, *Bastiaen Crol,* whom we have learned to know as the patroon's agent.

In the meantime, while months passed in hearing and rehearing the recalled officers, *Kiliaen* was contending with difficulties of every kind in Rensselaerswyck. One of his two new farmsteads was burned; *Marinus,* the tobacco planter, seemed none too well fitted for his task; his colonists had needed so much grain for their own use that one farm lacked winter seed, and besides, his account with the Company for goods delivered had become very heavy. But he

[34] *Van Rensselaer* appears also in 1631 to have resigned as director. N. DE R.

[35] The letter (given as Appendix B [p. 169–70 of this volume]) from *Simon Dircksz* [illegible], colonial councilor, to *van Rensselaer* is important for the knowledge of matters there. N. DE R.

[36] Above mentioned letter to *van Twiller.* N. DE R.

could surmount all these hindrances, since, from the reports rendered, he perceived that the fields promised abundant harvests and, although he had been obliged to abandon the idea of building a sawmill, his grist-mill would be the only one in all New Netherland. If his cattle were to furnish dairy products sufficient for his own use and that of the garrison at the fort, there would not be many animals left for slaughter, but this difficulty would be [more than] met by the natives who would gladly barter for dairy products such large quantities of venison that his colonists [after supplying their own wants] would have enough to smoke and salt it and make of it an article of merchandise at the *Manhattans*.

The patroon's endurance was, however, to be still more severely tested. *Remunde* had won his suit before the directors. He returned to the new fatherland in his old dignity. *Crol,* who seems also to have given cause for dissatisfaction, although, as we shall see, he had served the interests of the Company, as he understood them, in opposition to those of *van Rensselaer,* was recalled and *Wouter van Twiller,* chiefly because advocated by *Burgh, Reael* and *de la Myne,* was appointed in his stead. Though this appointment could not but be agreeable to the patroon, his uncle, he must have been less pleased that *Dirk Cornelisz Duyster, commis* at Fort Orange, was to make room for an instrument in the hands of his adversaries, *Hans Jorisz Hunthum,* a man who had traded with the natives at that place in former years, and who, by a shameful cruelty committed on one of the chiefs, had made himself much hated by the *Maquas*.[37]

The disputes were not checked by this appointment; but other combatants appeared in the lists, which were now opened anew at the *Manhattans,* to the injury of the Company's affairs.

On his side the patroon again availed himself of favorable circumstances. *Pieter Minuyt,* who had grievances enough against the Company, agreed in July 1632 to sell him a number of his cattle; the rest were to remain on his farm, of which *van Twiller* took possession. *Pieter Bijlvelt,* one of the recalled councilors, did the same. They both wrote the agreements in the *Letter Book* of *van Rensselaer* with their own hands. The purchase of the whole in-

[37] *Hunthum* was undoubtedly a brother of the founder of the family of the same name at Amsterdam, which became later very important through the fur trade, and a branch of which built the house, *de Bonte Mantel,* on the *Heerengracht,* later occupied by the Blind Institute. *Hunthum* was already, before the charter of the W. I. C., a licensed trader in and about those regions. He caused one of the chiefs of the tribe of the *Maquas* to be put to death by emasculating him.

Deposition June 30, 1634, before Notary *J. v. d. Ven* [p. 302]. N. DE R.

ventory of the farm of *Bijlvelt* soon followed and *van Twiller* agreed to make over a few more animals to the patroon. At the same time, he gained a skilful colonist in the person of *Gerrit Theusz de Reus,* who had previously managed a farm on the *Manhattans,* and transferred all his cattle, for which the patroon assumed the payment due the Company. When, however, the news of this agreement reached the then director, *Crol,* he did not consider himself justified in letting the cattle go without the consent of his principals. The opponents of *Kiliaen,* also, could not perceive the desirability of the zealous patroon's measures. Many were jealous of him, so that only after two years, when these evil days were past, did he, by means of a notice served on the directors, succeed in moving them to recognize his right.[38]

From the standpoint of the directors, who must have seen with reluctance the subtraction of cattle from their colony, their long refusal was certainly intelligible, but as a retaliatory measure from the patroon's side, his course might be defended.

With this addition to his herd, strengthened also by the importation of some calves, the patroon might have been able to start three new farms in his colony: *Weelysburg* and *Blommaertsburg,* which were to be occupied by *Brandt Peelen* and *Gerrit de Reus,* and *Godynsburg.* Now it seems that they were first begun in 1634, when he was again contemplating the starting of a new farm in the immediate neighborhood of *Fort Orange.*

The affairs of the other patroons, in which *van Rensselaer* participated, were in a still less desirable condition. New supplies of provisions and merchandise were necessary but the Chamber of Amsterdam would not consent to this. And the patroon of Rensselaerswyck also met with a refusal (July 20, 1632) when he petitioned the directors to permit him to employ for compensation, during their free time, the Company's carpenters, smiths and other mechanics, for the establishment of a couple of new farms.

Neither could they be prevailed upon to fulfil the Freedoms which guaranteed privileges for the proper transportation of cattle and goods; indeed they even went so far as to prohibit the purchase by him of goods belonging to the Company which were stored in New Netherland, and also forbade their colonists to barter necessaries of life for dairy products and grain.

Thus almost cut off from the outer world by the management of his opponents, our patroon was almost immediately obliged to teach

[38] This notice, which throws some light on the relations between the Company and their colonists follows as Appendix C [p. 290-92 of this volume]. N. DE R.

his colony to stand on its own legs. The only persons whom he could trust to keep a watchful eye on Rensselaerswyck were his nephew *van Twiller* and the schout *Coenraed Notelman,* also a relative, who consented to do this in so far as it could be made to agree with duty and conscience.

Yet a new misfortune befell the patroon in the loss of a large part of his herd, which were killed by the natives. The Company also suffered a loss by the burning of their yacht *de Bever.*[39] The appointment of *Hunthum,* which was the cause of both these occurrences, was now first clearly proved to have been a mistake.[40]

One of the measures taken at this time (July 1632) by *Kiliaen,* to confirm his authority, was to give his colony, which contained as yet but few souls, a judicial system by the appointment of schout and schepens.

The highest and most responsible of the public offices, that of schout, he had reserved for *Rutger Hendriksz,* who, as outward sign of his dignity, was to adorn himself with a plumed hat and silver-plated rapier on a baldric. In his instructions, however, we seek in vain for an explanation of the principles by which he was to administer justice. The patroon only orders in general terms that the corrections shall be administered "according to the customs of this land and especially according to the laws of this province of Holland." It is remarkable that every person could be corrected "who should neglect the profit of the patroon." In view of the fact that it is doubtful whether our worthy villager from ancient *Hameland*[41] and our little peasants, who were to demand and render justice and some of whom could not even read, were versed in the Roman-Dutch law, then in force, or in the practice in criminal cases, and that the patroon furnished them with no other sources for their instruction and information than a few copies of the Freedoms and Exemptions, we may assume that the tribunal according to old Germanic custom administered justice according to reason and the five senses. In the judicial sphere of activity, fortunately, they probably were less occupied than with their daily

[39] See deposition referred to in preceding note. N. DE R.

[40] *Hunthum* did not long survive these events. In April 1634, he came to blows with *Cornelis van Vorst,* director of the colony *Pavonia,* who stabbed him to death (Deposition, Feb. 25, 1636, before Notary *C. Hoogenboom*). N. DE R.

[41] *Hameland;* an ancient county with uncertain boundaries. According to A. J. van der Aa, *Aardrijkskundig Woordenboek,* it extended along both banks of the river Yssel, so as to cover parts of the present provinces of Gelderland and Overyssel. In calling Rutger Hendriksz from Soest a villager from ancient Hameland, Mr de Roever has reference to Eemland, in the province of Utrecht, which by some is held to have formed part of Hameland.

labors in the interests of the patroon for which he gave the schout detailed instructions. From these orders it appears directly that *Rutger* was charged more especially with the execution of the orders of *van Rensselaer* as regards the management of the colony. This was necessary because *Wolfert Gerritsz* had signified his intention to request dismissal from the patroon.

Roelof Jansz, Gerrit de Reus, Marijn Adriaensz, Brant Peelen and *Laurens Laurensz,* surnamed *de Noorman,* served as schepens and councilors.[42] *Brant Peelen* was at the same time to take charge of the Sunday services, reading and explaining one of the texts from the Bible according to the *huispostille Schulteti.* One of them would keep the Resolution Book. For the rest, their duties were not described. Their distinction consisted of a black hat with a silver band. They were to be sworn in by the schout, who would himself take the oath of office before Director *van Twiller.*

As regards the oath of the schepens, that of Amsterdam was literally followed.[43] It was therefore not the patroon's object to introduce a new law, specially adapted to his agricultural colony. Law appears to have been the least active factor in the early development of Rensselaerswyck.

At any rate, the colonists did more; the schout raised on his farm *Rensselaersburg* on Castle or West Island, in 1631, 12 morgens of winter wheat and four morgens of winter rye. The patroon reckoned that in three years he would be able to raise more than 100 lasts. Of the 600 or 800 morgens of arable land in the colony, which lay along the river, and which were as good quality as the land in the *Betuwe*[44] or in the *Beemster,*[45] each promised in the future a harvest of three quarters to one last. The fattening of cattle, however, would be of still more importance; "our greatest profit will come from the cattle, for which there are fine and sufficient pastures, for

[42] It is doubtful whether the first schout and schepens appointed by the patroon ever qualified, and whether court was actually held in the colony before the arrival of Jacob Planck in 1634. The instructions to Jacob Planck, April 25, 1634, state that Director van Twiller was to administer the oath as schout to Planck "instead of to *Rutger henrickssz van Soest,* according to previous power of attorney," and further that "at the first opportunity he shall choose three schepens from among the fittest of my colonists and administer to them the proper oath, so that he can hold court if need be." Cf. p. 201, 251, 292, 294, 311.

[43] Compare *Handvesten van Amsterdam* (ed. *H. Noordkerk*), p. 111. N. DE R.

[44] *Betuwe;* the fertile district between the Rhine and the Waal in the southern part of the province of Gelderland.

[45] *Beemster;* district north of Purmerend in the province of North Holland, comprising about 14,000 acres of exceedingly fertile land reclaimed between the years 1607 and 1612 by drainage of Beemster lake. For account of the undertaking and the vigorous support given it by Willem Usselinx, the founder of the Dutch West India Company, see J. F. Jameson's biography of Usselinx in *Papers of the American Historical Association,* 1887, 2:195–202.

clearing of land proceeds but slowly from agriculture," writes the patroon to *Jan de Laet*,[46] and he shows the necessity of exercising patience and of not ceasing to put money into the business.

"But," adds the optimistic patroon, "here I am getting too far ahead."[47] And so he was. Through all the opposition, his expectations were disappointed, and it did certainly take twice as many years before that part of the harvest which could be gathered into barns and sold approached 100 lasts.[48]

The year 1633, which under the existing unfavorable circumstances could yield little of importance to the patroon and his colony, saw the continuation of party strife in the Amsterdam Chamber. Three of the friends of *van Twiller* left their seats when their terms expired. They were *Burgh, Reael* and *de la Myne*. Their influence, however, remained and made itself felt, when the party which opposed the colonization felt itself strong enough to undermine the most important articles of the Freedoms and Exemptions. They aimed at the fifteenth article, which allowed the patroons the coast trade in New Netherland and the fur trade, with the above named restrictions, and also at the twenty-fifth, by which the Company took the colonies under their care.[49] They could not, however, persuade the majority of the desirability of these measures, which would undoubtedly have resulted in the ruin of the colonies. The Freedoms, at any rate, remained untouched.[50] Neither had they success in their attempt to recall the director, *van Twiller*, who had been brought into disrepute by the secretary, *van Remundt*. The protection of his uncle and of his three friends as well as the good will of *Frederik de Vries*[51] and of *Daniel van Liebergen* prevented *Isaak de Raziere* from succeeding *van Twiller*. This case shows that the ex-directors had still considerable influence, for of the persons here mentioned *de la Myne* and *van Liebergen* are the only ones who were in office at that time.

The carrying of freight in the meantime continued to be a disputed point. In order to promote barter with the natives, the pa-

[46] Letter June 27, 1632 [p. 199]. *Jan de Laet*, associated with *Burgh*, was patroon on the east side of the bay of the South River. N. DE R.

[47] *ick loope hyer wat voor wints"* ; literally, I run here somewhat before the wind.

[48] The *last* of grain was reckoned by *van Rensselaer* at 140 guilders. N. DE R.

[49] Presumably there is some connection between the proposal to repeal this last article and the news of the killing of the cattle of *Kiliaen*. N. DE R.

[50] If the Memorial (Appendix A [p. 235–50 of this volume]) served to avert this danger, then we can place the debates over these propositions in the autumn of 1633. N. DE R.

[51] He was also secretary of the city. N. DE R.

In 1638, he and David Pietersz de Vries entered into an agreement about establishing a colony on Staten Island; they sailed on the ship *de Liefde* and April 19, 1639, appeared together before Cornelis van Tienhoven, at New Amsterdam. See D. P. de Vries, *Korte Historiael*, p. 147, 162, and *N. Y. Col. Mss*, 1:98.

patroons wished to find storage for large quantities of merchandise in the Company's ships, which the Memorial informs us were of no great carrying capacity. Perhaps the directors thought this would mean too much reduction of the space available for the Company's goods; perhaps they wished to compel the patroons to provide themselves with what they needed from the warehouses at the *Manhattans;* possibly they feared that the fur trade would escape them if they enabled the patroons to barter on a large scale; it is certain that they would only allow goods to the value of a few hundred guilders to be taken in. Now the patroons were permitted by the eleventh article of the Freedoms to send ships or yachts thither themselves, but in this they evidently saw no profit, for as yet they could not freight a whole vessel. They felt, therefore, too well, that every reference to the authority given them in this eleventh article corresponded with a refusal to comply with their wishes. And the general opinion of the assembled directors was hereon the side of *de Vogelaer,* but they also did not wish to be deaf to the representations of *van Rensselaer* and decided to submit the point in question to the judgment of their High Mightinesses.

Whether in the beginning there was little prospect that the demands of the patroons would be granted, and whether *van Rensselaer* foresaw great expense and difficulty in the suits which, according to the Memorial, he intended to bring against the Company, certain it is that in July 1634 he had one of the directors sound the feeling of the Amsterdam Chamber with respect to an amicable arrangement. Had there ever been any prospect of realizing this, the patroon would have been willing to turn the whole colony over to the Company. The affair was managed with the needful caution and supported by a secret *Account of the jurisdictions, management and condition*[52] of the colony, dated July 20. In a confidential letter to his coparticipant, *Johan de Laet,*[53] he mentions the sum for which he would be willing to resign all his rights. Although the account book no longer exists, I dare say that the patroon did ask not a little too much when he demanded 6000 pounds Flemish. Two years later, when matters were in much better shape and he had come to much more expense, he was willing to leave a one tenth share[54] to *Burgh,* when he could have gotten it himself, for 1000

[52] See p. 306–12.
[53] Letter of July 21, 1634 [p. 312–13]. N. DE R.
[54] Letter to *de Laet,* Oct. 6, 1636 [p. 333–36]. N. DE R.

guilders. The colony could not yet have been worth much more than one quarter of the price which he asked the Company. He acknowledges, indeed, that he expected to indemnify himself in this way for his losses in the exploitation of *Zwanendal*.[55] During these negotiations two other patroons appeared with their proposals to transfer the colonies *Zwanendal* and *Pavonia* to the Company. We already know that *Zwanendal* was not succeeding very well. It could therefore cost the allied patroons but few tears to bid it farewell. The Company wished to assure itself of the monopoly of the fur trade and could therefore afford to sacrifice something in order to buy out the patroon and his partners at that place. But that reason did not apply to Rensselaerswyck. Whether it must be ascribed to this or whether the patroon withdrew his proposition after the temporary mood of dejection had passed away and he had changed his mind, I can not decide; however it was, nothing came of the sale. It appears that *van Rensselaer* in the following year would not even think of it again and did not regret it.[56] Protected as they now were from losses in *Zwanendal*, the allied authorities determined to devote themselves with new courage to the colonization of Rensselaerswyck.

The simultaneous attempts which the Amsterdam patroons of the existing colonies made to dispose of their undertakings indicate a more favorable disposition among the directors. One can not blame them, because having experienced their dependence on the prevailing humor in the council, they did not desire to risk encountering a new tide of opposition in a few years but preferred to make use of a favorable current.

This began with the change in the government of the Chamber which put the party of *de Vogelaer* again in the minority. *Burgh, Reael, Frederik de Vries, Eduard Man, Schuylenburgh* and *Bartrinck* resumed their old seats.

It seemed that the supporters of the colonization reckoned themselves strong enough to alter the course in which affairs were being steered by *de Vogelaer*.[57] The plan was formed already in April "to strike stoutly at the management of *Vogelaer*." He seems to have seen the approach of danger and to have understood that any opposition would be useless. He resigned his office of commissioner

[55] Letter of July 21, 1634 [p.312–13]. N. DE R.
[56] Letter to *van Twiller*, May 24, 1635 [p. 315–17]. N. DE R.
[57] Letter to *van Twiller*, April 23, 1634 [p. 266–88]. N. DE R.

of New Netherland affairs, apparently very unexpectedly, about May.[58]

We should be unjust to the directors if we thought that they were now going to manage matters in any manner partial to the interests of the patroons of Rensselaerswyck. They did not enter upon the purchase of the colony. Some points of difference still remained. What was the outcome of the intention of *Kiliaen* to demand legal indemnity from the Company, we do not learn. I am personally not disinclined to believe that the patroon mentioned this indemnity only in order to exert some pressure on the directors, who were considering whether or not to deliver over to him his cattle which had been held back at the *Manhattans,* in order that later his proposals for the transfer of his colony might more readily find acceptance, as the directors would thereby avoid expensive lawsuits.

But there was now no more question of intentional obstruction. This was already shown in April 1634 when he sent by the ship *de Eendracht* a number of sacks and eight large chests, filled with all manner of goods, weapons, farm implements, clothing, seeds, provisions and other necessaries, on which vessel at the same time embarked his newly recruited colonists, viz, *Jacob Planck,* from *Edam,* who was to discharge the duties of schout, *commis,* precentor and distiller of brandy, and for whose use a large brandy kettle was sent along; *Abraham Planck,* his son; *Lubbert Gijsbertsz,* who wished to settle in the new colony as wagon maker and who took along his wife and children; *Cornelis Thęunisz,* who would find work enough as carpenter and mason at Rensselaerswyck; and a few workmen.

In one of the chests was stored away also the first "red flag with the arms of the colony, to float on the breeze on proper occasions."

[58] Letter to Schout *Planck,* May 2, 1634 [p. 390–1]. N. DE R.

II

We have seen that the patroons got into a dispute with the directors of the West India Company over the rights guaranteed by the Freedoms and Exemptions, of which the Company wished to deprive them[1] by the passage of new articles and regulations, and that both parties, apparently unable to agree, left the decision to the States General, which appointed a committee to investigate the matter.

As the successors of the original owners, the patroons considered themselves almost sovereigns. They thought they need not obey any rules of the Company; that the internal fur trade, as well as that on the coast, was theirs by right; that they need not tolerate in their territory any *commis* to collect the duty on furs purchased; that, so long as they did not avail themselves of the right to fit out their own ships, the officers of the West India Company in New Netherland were at least bound to inform them when there was room for their goods in its returning ships; that the Company unlawfully required an oath of the colonists whereby they renounced the privileges granted them by the patroons; and, finally, that the Company was bound to make good the loss which the patroons had suffered from the Company's failure to fulfil the obligations of protection and so forth which it had assumed.

Not all these grievances were brought forward by *van Rensselaer*. The fur trade, which was the great stumbling block to a good understanding between the two parties in the Chamber of the Nineteen, he had expressly forbidden, at least to his own colonists. The promotion of farming was almost the exclusive consideration for him and his colony, and for this the continued supply of colonists, cattle and all kinds of goods for use and trade in the colony was a vital necessity.

For him and his cause everything depended on the opportunities for transportation. About this he had to try to come to an understanding with the directors.

Meanwhile the committee met, heard the parties, and adjourned, probably shortly after June 24, 1634,[2] after having postponed the

[1] The grievances of the patroons are described in their memorial to their High Mightinesses of June 16, 1634, printed by O'Callaghan, *Holland Documents* [*Doc. rel. to Col. Hist. N. Y.* 1:86]. N. DE R.

[2] Resolutions of the States General of that date. N. DE R.

decision of the matter submitted to their judgment, of which nothing further is heard.[3]

It is clear that without the action of the committee a settlement had been reached between the two parties which is placed in prospect by *Kiliaen* in a letter to *de Laet* as early as July 21.[4] The more favorable sentiment toward the patroons existing in the Assembly of the Nineteen undoubtedly influenced this action. But perhaps no less a consideration was the advisability of keeping friends with the patroons and preserving peace at home, since for lack of money the Company could not at once prosecute with energy the settlement of the American colony and, by reason of the competition of English traders, ran the risk of diplomatic difficulties with its neighbor over seas, whose pretensions to New Netherland were yet fresh in memory. These traders, with an ex-Amsterdam merchant *Jacob Eelkens*[5] at their head, had just chosen for the place of their operations the shores near Fort Orange, with which he was formerly well acquainted. In some way an agreement was brought about and, although we do not know on what terms, the result may be traced in the transfer soon after of *Zwanendal* and *Pavonia*[6] to the Company, and in the decision of *Kiliaen* two years later to fit out a ship himself, after his remonstrance had been favorably voted upon by the directors.[7]

In New Netherland Director *van Twiller* kept an eye on his uncle's interests. If there were cattle for sale, he bought them for Rensselaerswyck, and so did the director of *Pavonia* for that colony. *Kiliaen* and *Michiel Pauw,* who seem to have been the only interested parties, understood that it was to their mutual advantage not to thwart each other in these purchases. Differences which had already arisen were laid aside and they pledged themselves on April 13, 1634, to buy and honestly divide between themselves "all the animals, horses and cows, old or young, that from now on and during six years may be offered for sale in New Netherland either by the Company or by individuals, whether inhabitants or strangers."[8]

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[3] One of the documents submitted by the patroon to the committee was the important account of the jurisdictions, etc. See Appendix E [p. 306–12 of this volume]. N. DE R.

[4] See Appendix F [p. 312–13 of this volume]. N. DE R.

[5] *Jacob Jacobsz Eelkens* was born at Amsterdam in 1591. *Hendrik Eelkens,* associated with *Hans Jorisz Huntum* as the first traders in the New Netherland with the *Mohicans,* must have been his brother. N. DE R.

[6] It is known that *Pavonia* cost the Company 26,000 guilders. N. DE R.

[7] This appears from a list of papers and manuscripts sent to *Jacob Planck* with the letter of Oct. 4, 1636, to be found in the *Letter Book of van Rensselaer* f. 98 [p. 331-32 of this volume]. N. DE R.

[8] Protocol of Notary *J. v. d. Ven, Amsterdam* [see p. 257–58]. N. DE R.

We have already seen repeatedly how it was the first and only endeavor of *van Rensselaer* to make his settlement a farming colony and it appears to me that such was the chief aim of both the other patroons. *Kiliaen* says this in a letter to his schout, *Jacob Albertsz Planck,* dated August 24, 1635:[9] "We are trying to populate the land and in time to spread the teaching of the Holy Gospel by many people, while they,[10] on the contrary, employing only a few people, look solely for the profits of the fur trade." As regards the patroon of Rensselaerswyck, we may decidedly contradict O'Callaghan's assertion in his *History of New Netherland*[11] that they, "losing sight, for the most part, of their first duties as planters, diverted their energies and means in competing with the Company for a share of the Indian trade." On the contrary, if, as he asserts, "the charter tended, in no small degree, to retard the settlement of the province," it was only because the directors, in spite of the Freedoms and Exemptions and to avoid losing the profits of their own trade, opposed the colonization by throwing obstacles in the way of the transportation of people, cattle and goods.

That the patroons were out for their own profit is no cause for reproach. This has ever been the mighty impulse of all colonization. But they sought it in another and more honest way than by supplanting the Company in the fur trade. The right of the patroons to this trade seems to me quite beyond dispute and they were there as business men to stand by their rights as soon as there was promise of profit. We shall presently see that the fur trade had to be thrown open finally in order to attract colonists to the Company's own settlements.

Whether the director's appearance in the promotion of the patroon's interests aroused suspicion or other considerations of a personal nature entered into the game and were instigated by Secretary *van Remunde,* or whether *van Twiller* really gave cause for complaint in his management of the Company's affairs, can no longer be determined. In no wise, however, can I accept the sentence that American writers have passed upon him. The evidence brought against him may be cited as proof of the grievances but its authority may be doubted, since one often meets statements that diametrically conflict. That he and his people, but especially the

[9] Should be May 24, 1635: see p. 313.
[10] The directors. N. DE R.
[11] Vol. I, p. 178. N. DE R.

latter, were no model men, lies in the nature of the case. It was surely difficult to rule over a handful of fortune hunters who had not crossed the ocean with any noble aim of opening a wild land to cultivation and who, under hard conditions of existence, must lead a rude life and who sought rude pleasures. In such circumstances, gentleness would have been weakness, least of all to be forgiven in the governor of so small a settlement. He was not unskillful in the management of the Company's affairs and kept a firm hand wherever he judged it needful and it was not his fault if few of his measures resulted favorably. O'Callaghan accuses him of seeking his own gain at the expense of the Company and says that, when he left, his farm was the only one in good order. The reason of this was that the colonists at the *Manhattans* left as soon as their time was up. They had the right to sell a part of their cattle and found the only buyers in *van Twiller* and the patroons. It was natural that the Company's farms should be ruined by this. That he did not further the affairs of the patroons at the expense of his employers is proved by his keeping back the cattle and the implements belonging to *Bijkveld* and *de Reux,* which had been transferred to his uncle,[12] and by the confiscation of the latter's grain in behalf of the Company, of which *van Rensselaer* complained in 1636 in a letter to *Planck,* dated October 3d.

However this may be, evil tongues were at once busy in vilifying him to the directors, as they had done before with *Minuyt,* who, angry with the Company, had taken upon himself the establishment of the Swedish trading company in North America. A letter from *van Rensselaer* to his nephew, dated April 23, 1634,[13] is of value for a knowledge of the divisions prevailing in the Amsterdam Chamber and from it we can form an opinion of the patroon's character and his excellent mental qualities and gain an idea, though one-sided, of the intrigues of Secretary *van Remunde.* Although his enemies had at first little success with their endeavors to oust *van Twiller,* three years later, whether justly or unjustly, they compassed his downfall.

Cooperation between the leaders in New Netherland alone could have insured the success of the great enterprise, but that was wanting. Precious time slipped away in trivial squabbles. A continual change of governors and chief officials was the result. They were always recalled after a few years, when they had barely been able

[12] See Appendix G [p. 266–88 of this volume]. N. DE R.
[13] See Appendix G [p. 266–88 of this volume]. N. DE R.

to contrive means for the development of the extraordinarily rich resources of the new colony, thereby causing the settlement to assume the character of a trading post for immediate profits rather than a seriously planned colony. That the directors could only regard the matter in this light proves their shortsightedness. In Rensselaerswyck a better example was offered them.

It seems as if the patroons, when their friendly director was attacked, found a needed counterpoise in declarations prejudicial to one of the Company's officers, the commandant of Fort Orange, *Hans Jorisz Hunthum*. They attributed to him the loss incurred by Rensselaerswyck in the slaughter of the cattle by the Indians, a loss they wished to recover from the Company. Probably on the ground of these declarations it was asserted that *Hunthum* was allied with *Eelkens*.

The depositions made in England state the matter quite differently.[14] *Hunthum* was not to experience the evil consequences which might result from these suspicions. At the time when these attempts for his removal were made in Amsterdam, the man had already been dead[15] for several months, and we have no need to concern ourselves further as to how the matter might have turned out. One of these declarations, however, is so remarkable in many respects, besides completing the documents containing the correspondence between the two governments, that I have printed it here among the appendixes.

Meanwhile in Rensselaerswyck *Jacob Planck* assumed the plumed hat and the silvered rapier of the former schout. His instructions, dated April 25, 1634, ordered him to choose three schepens, thus setting aside the former incumbents,[16] and to seek his knowledge from an *Ars notariatus*, a *Damhouder Praktycq criminccl*, and a *Manier van procedeeren*. With perhaps more prospect of success, he was to exert himself in the advancement of farming and the increase of the number of farms and cattle. He was bidden to consult Director *van Twiller* about these matters and always to preserve good relations with *Conraet Notelman*, also a relative of the patroon, who had charge of one of the Company's farms at the *Manhattans*, hired by *van Rensselaer* on account of the cattle.[17]

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[14] See O'Callaghan, *Holland Documents*, 1:72 et seq. [*Doc. rel. to Col. Hist. N. Y.* 1:72–81]. N. DE R.

[15] See note [p. 62 of this volume]. N. DE R.

[16] See note on p. 63.

[17] The patroon hoped that the other farm which he had hired would be taken charge of by *Lubbert van Dinckhage*, who went over as fiscal and officer in April 1634. N. DE R.

The patroon proposed that the council of New Netherland should place a guard of two or three men from Fort Orange at his mill, which was somewhat remotely situated and in whose safety the Company had no less concern than himself. He also asked the council to consider whether they would let five or six men from the garrison work through the day on a farm he intended establishing near the fort, "while they could keep careful watch at night." Considering there might be risk of some lack of efficiency after a day of field or manual labor, the council seems not to have assented to his proposal.

More than a year and a half was to pass before the patroon heard that his new officer and all the goods sent over in the ship *de Eendracht* had arrived at the appointed place.[18] A regular communication — a ferry, as *van Rensselaer* called it when he urged its establishment — did not exist, neither does navigation seem to have been active. In the absence of news, *Kiliaen* writes:[19] "the work here is quite unsettled. The directors are very much alarmed, many complain bitterly." Rumors of evil spread, that "all had perished, people as well as cattle," that the vessel, called the "sugar-bark" probably because it had served to carry sugar to the fatherland, had been leased by *van Twiller* to the English; and it seems that some proposed to introduce economies by leaving fewer people in New Netherland, which course according to the opinion of *Kiliaen* would only result in misfortune for the whole undertaking.

The Company as yet apparently drew no profits from New Netherland. Even the furs did not yield enough. It seems to have been suspected also that the officials engaged in smuggling and did not account to the Company for the real receipts of that valuable article. This was plainly the reason why *van Rensselaer* proposed to farm out the fur trade.[20]

The uncertainty regarding the condition of the colony worried the directors and led the patroon to decide, for a time, to cease sending over colonists and goods. It was as if courage revived when news at last came from the far West. The situation was not as bad as they had feared. I think it likely that *van Rensselaer*, under the pressure of painful uncertainty, decided to come forward and act himself, and when empowered by the Company, he resolved

[18] The ship *de Eendracht* did not come back to the fatherland till October or possibly a month or two later. N. ps R.

[19] Letter to *van Twiller*, May 24, 1635. See Appendix J [p. 315–17 of this volume]. N. ps R.

[20] Letter to *van Twiller*, May 24, 1635. See Appendix J [p. 315–17 of this volume]. N. ps R.

to fit out a ship to maintain the connection with his colony and transport goods, marketable in the New World. It seems that we must not regard this matter as either very great or very profitable.[21] I consider *Kiliaen* too wide-awake a man, if he had thought it was so, to go, as he did, into partnership for the vessel's freighting with the Leyden merchant and cloth dyer, *Gerard de Forest*, brother of *Jesse de Forest*, who is considered the founder of New Amsterdam.[22] The contract, executed before the notary, *J. van de Ven*, on August 8, 1636, required each partner with his associates to share half and half in the purchase of the ship *Rensselaerswijck* and of a cargo worth from 6000 to 7000 guilders, in provisioning the ship for 12 persons and in their wages. On the other hand, *Kiliaen* was to pay all the transit charges of colonists destined for his colony, but *de Forest* shared in the patroon's acknowledged right to the coast trade between Florida and Newfoundland, in the lumber and salt trade and in the letters of marque which he (*Kiliaen*) had received from the Prince of Orange. Should there be no opportunity to convey the colonists from the *Manhattans* to Rensselaerswyck, the ship was to go up there directly after its arrival. A warehouse was to be hired at the *Manhattans* for the storage of goods.

The venture amounted to much more than was agreed upon and was almost 15,500 guilders. The settlement of the account of *Gerard de Forest* and his associates seems to have been attended with much difficulty. The *Letter Book* of *Kiliaen* contains many letters to *Gerard* himself and members of his family, which, in every shade between entreaty and threats, press for the payment of the share put by them into the ship's venture. For more than a year *Kiliaen* was disappointed every time that he reckoned upon settlement. Under skipper *Jan Tjepkes Schelling*, the boat sailed out of the *Y* on September 25, 1636, and put to sea from the Texel October 8, with no less than 38 colonists on board, including six women. The prosperous voyage, so eagerly desired, did not ensue

[21] It is interesting to hear the words of *Kiliaen* himself about the profits of this trade. "Since I have paid cash for these (goods) without including any expenses for packing, boat and lighter-freight, ocean freight, interest, risk, and insurance, damage, etc. (an increase which) with your commission (of 5%) amounts to nearly 50%, therefore (you) must sell all such goods as can bear it, somewhat higher than 50%. But I do not wish my own people to be charged more than 60% since they must gain it by their hard labor. But from other people, for whom I need not care, you may take as much as is the market rate and you can get." (Letter to *Planck*, Oct. 3, 1636 [printed on p. 323–30 of this volume].) N. DE R.

In quoting this section, Mr de Roever abridges the text; that the various charges amount to 50% of the first cost is not definitely stated by the patroon, though implied.

[22] Mr *Ch. M. Dozy* in *The Pilgrim Fathers Exhibition of Documents at Leyden relating to the Dutch Settlement in North America* (August 1888). N. DE R.

The ship met with bad weather, according to the still existing Journal,[23] and after tossing to and fro for five weeks had to run in to Plymouth and there take refuge. There they must needs stay on land and, as ill luck would have it, one of the passengers, the blacksmith's helper, became intoxicated in a tavern, and gave a death blow to his master. The ship was moored, the rudder taken away, and although the criminal was given up, it was the 9th of January before the *Rensselaerswyck* could again set sail. The journey was pursued in fairly good weather until they anchored at the *Manhattans* on the 4th of March and remained there because the river was still closed. The cargo was discharged and *Hendrik de Forest,* the trader and mate,[24] remained in the hired warehouse to carry on trade, while the ship went up the river to the colony on the 26th and dropped anchor on the 7th of April opposite Fort Orange.[25] There they delivered the smith's coal, the millstones for the erection of a grist-mill near the sawmill, and other goods not mentioned. While the *Rensselaerswijck* lay at anchor, a yacht laden with grain went down to the *Manhattans* and another with animals arrived. On May 31, the journey was continued past the *Manhattans* to Smith's Island and then back again to the former place in order, on August 14, to begin the return voyage. They waited at Plymouth for other Dutch ships and arrived safely at the Texel, November 7, 1637.

The detention of more than seven weeks at Plymouth and the small profits of the voyage, added to the difficulties with his Leyden partner and the proved disloyalty of the skipper and of the supercargo *Dirk Corsen Stam,* decided *Kiliaen* to sell the ship.[26]

The patroon must now look around for other chances of sending over his colonists and the goods designed for his colony. So the ships with which Director *Kieft* crossed carried along colonists and goods for *Kiliaen. Pieter Minuyt,* who was going in his ship to Virginia as commander of a Swedish company, and had put in at the Texel on account of storms, out of old friendship for him took

[23] Printed on p. 355–89 of this volume.

[24] According to the Journal, he died on July 26 and was buried the following day at the *Manhattans,* where the ship then was. *Geertruy Bornstra,* his widow, claimed his property from his sister *Rachel,* then living at the *Manhattans,* who had married *Dr Lamontagne.* According to his own declaration, made before Notary *Coren,* before his departure in 1636, he had been selected by the patroons in 1631 to fill the place of *Gilles Houset* in *Zwaendal,* but on account of the sad circumstances at said place the patroons gave up this plan. N. DE R.

[25] It seems that the colonists were all landed at the *Manhattans. Arent Steffeniers* married there on the 22d of March the widow of the murdered blacksmith. And on the 8th two children who had been born at sea were baptized there. N. DE R.

[26] *Pieter Meulemen* became its owner for the sum of 2600 guilders, by deed of April 20, 1638, before Notary J. v. d. Ven. The ship was wrecked in November 1644, near the Bermudas. N. DE R.

in a lighter-load of goods, among which were gunpowder, firelocks, wooden utensils, tar and pitch to be delivered at the *Manhattans*,[27] and also took six passengers on board. In the following year, a vessel fitted out by the Company, *het Wapen van Noorwegen*, in which the colony of Rensselaerswyck had a half interest, carried over a number of colonists and a large quantity of goods, including 18 young mares, thousands of bricks, ironwork, clothing material, spices, cheese, soap, oil and a box filled with earth in which were planted young grape vines, etc., all of which were confided to the care of *Cornelis Melijn*, the supercargo.[28]

We may therefore regard *Kiliaen* as the introducer of the grape into the New World.[29]

The directors seem to have continued favorably disposed toward the patroon. However good the news from the colony may have been, the patroon had just cause to complain of his schout and *commis*. *Planck* appeared to lack clearness of insight. He seems not to have quickly perceived where his master's interests lay in every chance that offered. The patroon had no thought of bad faith, although he considered *Planck* not incapable of enriching himself at his expense through the fur trade. The patroon was also not too well satisfied with the way justice was administered; for this *Planck* appeared no more fitted than for the position of administrator of the colony.

Differences between the directors and the patroon concerning the fur trade still continued.

In the colonies, where, as in Rensselaerswyck, the Company had no *commis*, the *geconquesteerde goederen*, i. e. products of the soil, might be bartered for beaver and other skins, provided that a certain export duty be paid at the *Manhattans*. The meaning of the Freedoms and Exemptions is clear. Only those who took upon themselves the trouble and expense of establishing agricultural colonies might partly indemnify themselves by trading in furs. That the Company wished to reserve this trade exclusively by placing a *commis* in the colony and that this action aroused the just indignation of *van Rensselaer*, we have already seen. It seems that he, in connection with the fitting out of the ship *Rensselaerswijck*, claimed the right from the Company to trade all, even imported

[27] Letters to *Pieter Minuyt*, Dec. 25 and 29, 1637 [see p. 389–91 and 395 of this volume]. N. DE R.

[28] *Cornelis Melijn*, formerly a leather dresser at Amsterdam, founded in 1640 by permission of the West India Company a colony on Staten Island which he transferred to the Company in 1650. N. DE R.

[29] Vines were brought over by Domine Johannes Michaëlius in 1628. See his letter of Aug. 8, 1628, published under the title: *Manhattan in 1628*, p. 76-77.

goods, for peltries, considering that there had been a tacit concession of his claims when the Company in the contract with *Pauw* concerning the transfer of *Pavonia* had thrown open the fur trade of that quarter to the colonists. When the parties could not agree about this, the decision was left to their High Mightinesses. *Kiliaen* desired the director and council in New Netherland, pending a decision of the matter, to at least grant his schout a temporary fur trading privilege, in order to recoup for the frequent forced deliveries that he had made out of the storehouses of his colony to the Company's officials on account, for the feeding of the population and provisioning of the returning ships.

I have spoken of the Company's efforts to draw a profit from New Netherland by retaining the exclusive control of the fur trade. This seems to have been possible only through sending few people there. The expense of transportation and support of the colonists had apparently become so heavy that the directors shrank from sending more people and making New Netherland a source of still greater loss to the Company's already unprofitable balance.

No more free colonists offered themselves. They could only be tempted by the free extension of this important trade.[30] It was as much in the interest of New Netherland as in that of his own colony that *van Rensselaer* brought this point to the official notice of the Company. In 1636 this was evidently still discussed[31] but without much chance of a favorable decision for the proponent. The directors were quite preoccupied by the difficulties which the fiscal, *Lubbert van Dincklage,* had brought upon them by his strife with Director *van Twiller,* with the preacher *Bogardus,* who in turn was incensed against the latter, and indeed with the whole council and with all officials in New Netherland. We can not digress here to discuss this question which the directors found very perplexing. It seems that they did not blame *van Twiller* for it but they had other grievances against him. The director was a poor correspondent, though we do not believe with *van Rensselaer* that he was too timid[32] to write. The directors were not kept informed of matters, so that it became necessary to recall him and send out a new director. The opponents of *van Twiller* stirred up the fire kindled against him. As early as September 1636, it was planned to put the director of *Curaçao, van Walbeeck,* in his place, but almost a year passed before *van Twiller* was succeeded by

[30] If they want to keep it for themselves with a few people to draw the largest profit, they can not defend the land, and with much people, they suffer loss; and others will not populate the country unless they grant them free trade. (Letter of *van Rensselaer* to *Wouter van Twiller,* Sept. 25, 1636 [see p. 319–23].) N. DE R.

[31] Letter to *Wouter van Twiller,* Sept. 25, 1636 [see p. 319–23]. N. DE R.

[32] *schreupelues,* see p. 320.

Willem Kieft, who started for his post the last of September 1637 with two ships fitted out by the Company. In the meantime Schout *Planck* was very busy in distributing the small army of new colonists among his farms and laying out a couple of new ones to be intrusted to the care of *Symon Walichsz* and *Cornelis Maesen* and named *Besselsburch* and *Trippenburch* after the copartners in the colony, besides building two mills, a sawmill and a grist-mill. By the erection of the first, *Kiliaen* expected to have merchantable lumber that would be bought by the Company and the English, at least all that he did not need for his own use, and boards which might please the natives, because they would be suitable for building huts and fitting them with hinged doors and windows. The patroon also promised himself no less profit from the grist-mill since he could barter his grain with the Company for peltries or sell it to the English, and collect seawan by grinding the maize which the Indians would bring to the mill.

The increasing necessity prompted the patroon, as we saw, to send over people and goods by whatever opportunity offered. Eight colonists crossed with *Kieft,* among whom were two blacksmiths[33] and a couple of locksmiths. *Van Rensselaer* had indeed wished to send more people, but the Company in the beginning was willing to fit out only one ship and when the chartering of the second was determined upon he had no longer any chance to get other colonists. But in the same year six others followed in the ship of *Pieter Minuyt,* among whom was the patroon's cousin, *Arent van Curler,*[34] a youth of 18 years of age, who was going to Rensselaerswyck as assistant or clerk to *Planck,* in order that the patroon might in future be kept better informed of his affairs.

The latest colonists were to be especially employed in tobacco raising[35] but could in other ways meet their expenses by their own trades.

Better times were dawning for the Company. Brazil was subdued and entered upon an era of orderly government under *Johan Maurits.* The directors decided to increase their capital by one third.[36] In the prospect of larger resources, it was determined "to

[33] We saw that the patroon had lost his two blacksmiths at Plymouth. N. DE R.

[34] *Arent van Curler,* or *Corler,* was one of the five children of *Joachim van Curler,* a son of *Goossen van Corler,* schout of *Nijkerk,* who as late as 1626 was mentioned as a shareholder in the W. I. C. *Joachim* had died before this year, without means. N. DE R.

According to Mr G. Boernink, of Nijkerk, Arent van Curler was baptized Feb. 6, 1620, and was the son of Hendrik; Joachim being an uncle of Arent and father of Jacobus, mentioned on p. 216.

[35] According to the patroon's statement, tobacco was more easily sold here in the leaf than in rolls or spun. N. DE R.

[36] See Appendix K [p. 351–53 of this volume]. Letter from *van Rensselaer* to *Wouter van Twiller,* Sept. 21, 1637. In the *Groot Placaatboek* no resolution for this increase

take up the matter of New Netherland with all diligence." The question of granting new freedoms was discussed but it was decided to await the report of the new director.

From time to time the directors received tidings which should have made it clear to them that the English encroached more and more on the land of the *Maquas,* on the Fresh River and elsewhere. This could only be prevented by doing more for colonization and declaring trade free without reserve. But this they seemed unable to decide upon and in consequence the patroon wrote on May 6, 1638, to his nephew *van Twiller:* "The Company must open their eyes, as I maintain, or they will lose the best part of that fine region." Neither were the Swedish attempts to get a firm footing in North America to be concealed. The course of affairs could not fail to attract the attention of the States General. The frontiers of the colony were continually threatened by the danger of foreign intruders, and in the settled regions the population was decreasing rather than increasing. As soon as the six years' contract with the Company expired, many colonists returned to the fatherland after selling their cattle[37] or were engaged for the colony of Rensselaerswyck, where living was evidently more profitable.

The States General saw the internal strength of the settlement diminish, whereas they had hoped and expected, for the sake of the fatherland, to have a firmly established government there.

Their High Mightinesses felt that there must be a change but they could not themselves push the matter. They gave the directors a hearing and urged the Assembly of the Nineteen to devise new ways of combating the ever increasing evil. This resulted in the discussion of a plan to offer new inducements to those willing to settle in New Netherland.

De Laet, one of the partners of *Kiliaen* in Rensselaerswyck, proposed a plan that gained the approbation of the Amsterdam Chamber but their High Mightinesses by no means approved of it. A new plan was offered by others[38] and was, like the first, referred by their High Mightinesses to a special committee for consideration,

is to be found. It appears therefore that shortly after taking this resolve and before its execution, they were already considering a greater increase, up to one half of the capital. This at any rate was authorized in June 1639. N. DE R.

[37] I have already said that *van Twiller,* as also the patroon, bought in a part of the cattle and was blamed for it; very unjustly, as I think, unless it can be proved that the departure of the colonists was owing to him. The Company's restrictions were much more likely the cause of it. N. DE R.

[38] O'Callaghan claims that this was the project given in the *Holland Documents* [*Doc. rel. to Col. Hist. N. Y.*], 1:96. In my opinion that can not be the second plan, which is I think the one printed in his *History of New Netherland,* 1:201–3, although it is there incorrectly described as a proclamation. Above, it will be seen that nothing came of the plan to give free trade to New Netherland.

September 2, 1638. The new conditions granted the principle of free trade in New Netherland with the reservation of the Company's legitimate dues. The judgment of *van Rensselaer* in this matter may surely be quoted because his contemporaries seem to have shown their estimate of it when they appointed him as one of the impartial persons to whom was referred the question of free trade in Brazil. His letters show that he expected no relief for New Netherland from such a measure; indeed, he wrote to one of the members of the committee, *Jhr. Gerrit van Arnhem,* that he did not approve of the plan and insisted now more than ever upon the maintenance of his rights.[39]

The Assembly of the Nineteen did not consider it with favor either. It was feared that the opening of New Netherland to trade instead of promoting colonization, would give rise to the establishment of trading posts[40] and it seems that their High Mightinesses, for the same reason, dared not risk free trade. Nothing therefore came of it. A concession was made to the free traders by giving the colonists, in 1639, the fur trade privilege discussed before in May 1638.[41]

So far had matters progressed when, in the fall of 1639, in spite of the secrecy with which matters were managed in the Amsterdam Chamber, *Kiliaen,* whose directorship in the West India Company had expired several years before, found out that they were discussing new Freedoms and Exemptions with the evident intention — quite to his mind — of urging rich men to found new patroonships. These Freedoms were, however, not so liberal as the first of 1628–29. The preamble stated that the privileges would apply to those patroons who had already planted colonies as well as to those about to do so. This was enough to make *Kiliaen* feel that his rights would be curtailed if the plan were accepted. Therefore, apparently in order expressly to call the attention of the directors to this point, he presented a protest to the Assembly on October 27, 1639, whereby he sought assurance regarding it.[42] But he did not stop there. The friendly *Jhr. van Arnhem* was called upon;

In my opinion the project mentioned in *Holl. Doc.* [*Doc. rel. to Col. Hist. N. Y.*], 1:96, refers to a later plan to improve the situation of New Netherland.

Concerning this also I refer to the following pages. N. DE R.

[39] *Van Rensselaer* felt that the best plan of colonization was by the admission of patroons. They could put capital in the business but stay at home, and the less favored by fortune, whom they sent over, could make capital fruitful. So the rich and the poor would help one another. N. DE R.

[40] The view given here of the difficulties of those days, formed as I think on incontestable grounds, differs wholly from that conveyed by O'Callaghan, *History of New Netherland*, 1:197. N. DE R.

[41] Letter to Schout *Planck*, May 10, 1638 [p. 411-16]. N. DE R.

[42] Potocol of Notary *J. van de Ven*, Amsterdam. N. DE R.

Musch, the secretary, was persuaded to forestall the possible approbation of their High Mightinesses by presenting a petition to them, praying that the patroon might at least be heard about this project and, in case of its adoption, that he might receive a certificate *de non praejudicando.*[43] I think it not impossible that a second proposal granting the patroons still greater rights than those of 1629 was introduced into the Assembly by persons planning to found new colonies. I do not know what became of these proposals. In his letter to *Jonker van Arnhem, Kiliaen* says that they were unfavorably received by the States General.

It is certain that a revival in American colonial affairs followed the revocation of the fur trade monopoly. Just at this time Count *van Solms* proposed to found a colony and *Cornelis Melijn* was empowered to do likewise, departing soon after for Staten Island, as patroon.

O'Callaghan's statement seems to me quite incomprehensible and unfounded, that in the year 1638 "the trade as well as the cultivation of the soil was thrown open to every person, whether denizen or foreigner, who chose to embark in it." For when I read in the subjects for discussion named in the call for the meeting of February 21, 1643, the following clause given by the compiler of the *Holland Documents* himself,[44] "It being found . . . that the plan"—mark this word—"of opening the trade . . . produces no true effect," then I do not doubt that these projects came to naught. O'Callaghan confuses the fur trading privileges given the colonists with a free trade such as the Company granted Brazil. In New Netherland all went on pretty much as of old. The population increased, but through a ruinous desire to get rich they bartered weapons in return for the much desired furs from the natives, who after a few years made use of these arms to slaughter the white inhabitants.

In many respects the situation at Rensselaerswyck was not according to the patroon's wishes. Disobedience to his appointed authorities was of frequent occurrence; the contraband trade of the colonists robbed him of half his profits. The colonists might trade with the patroon's *commis,* but not with natives or outsiders, although *Kiliaen* was inclined to overlook this a little in those who zealously applied themselves to farming and cattle-raising.[45]

[43] *acte van non-praejuditie;* cf. p. 465, 466–67.

[44] O'Callaghan, *Holland Documents* [*Doc. rel. to Col. Hist. N. Y.*], 1:135. Compare herewith the Instructions, 1:162, paragraph 6, and the Report 1:246, paragraph 2. N. DE R.

[45] Letter to Schout *Planck* May 19, 1638 [p. 411–16]. N. DE R.

It was scandalous that the supercargo of the ship *Rensselaerswijck* had tempted the colonists to engage in this forbidden trade, thus evading the payment of duties to the Company. He had indeed by a full confession, arising from repentance, enabled his master to get redress from the disobedient colonists, but this gave rise to all kinds of difficulties for the schout and schepens, since an evil spirit had entered into the colony of enriching themselves at the patroon's cost and in spite of the contracts made with him.

We have seen the conditions upon which the farmers came to Rensselaerswyck. As a rule they were people of no means who must take an advance from the patroon in order to fit themselves out as best they could and they saw their debt also increased by the expenses of the journey. The patroon was therefore the creditor of most of them when they landed in his colony, and since they could obtain all kinds of necessaries[46] in exchange for farm products only from the patroon through his *commis* they soon got deeper in debt when there was a scant harvest. This might perhaps come right by degrees, but surely not by a measure which displeased him greatly, namely that without informing him the farmers had raised the wages of farm laborers. By this means, the receipts would be diminished and the hoped-for time deferred when the partners should enter upon the enjoyment of the profits, whilst again and again assessments, of only a few hundred guilders it is true, must be raised for the shortage caused by the administration.

On his side the patroon gave all sorts of instructions. One thing which he had continually in mind was the care of the spiritual welfare of his colonists. Although people assembled regularly every Sunday for prayer and song, he wished that the colony might find means to pay for a minister, but the 300 guilders which *Planck* had for that purpose did not appear sufficient to the patroon to induce a servant of the Gospel to change his post for the colony; indeed, the proposed church, having a granary on the second floor, would not, he thought, offer a sufficiently tempting opportunity to a hesitating minister. At this time there was little inclination for emigration. The plague had made fearful ravages and had not yet vanished. Every working force could be employed at home. In the years from 1638 to 1640 the patroon could find only a few inclined to join his agricultural colony.

The death rate was also very great in Amsterdam and could not

[46] *Kiliaen* had given strict orders that the prices of goods should not be raised so as to exhaust the colonists, "that they might profit a little." N. pr. R.

fail to cause *van Rensselaer* serious consideration. He had many children; how would they fare if he should perish, as so many had? So he wished to make disposition in regard to Rensselaerswyck, which he was at liberty to do according to article 7 of the conceded Freedoms. He therefore applied, in November 1639, to the Nineteen for this permission. It seems that the patroon, who as we have said had a three fifths interest in the enterprise, had taken this step without the knowledge of his partners; in no wise to mislead them, for who, better than he, could know that as directors it would come immediately to the notice of *Blommaert* and *de Laet? Van Rensselaer* was too noble and honorable a man to do anything but what he thought to be right. But it seems that *de Laet*, and soon the other partners also, took quite a different view of their mutual relations. *Kiliaen* was certainly the administrator and owner of more than half of the colony, but they had also had rights, and rights equal to the patroon's. What else was he planning than to place himself, at their expense, in possession of the whole colony? They began to suspect him, to confer together and to devise measures distasteful to the patroon; and when he pressed for settlement, this, to his great surprise, was refused by *de Laet*, unless the patroon would declare how he understood the patroonship. Although he said that he intended to defraud none of his partners, but only, in what concerned himself, to insist on the rights and prerogatives granted to the patroon by the sixth article of the Freedoms, that did not help him. *De Laet* remained unwilling to pay[47] the sum already owing, which had been advanced by the patroon, and he as well as the other partners would not even meet with the patroon for the discussion of necessary measures.

From the letters which *van Rensselaer* wrote as well to *de Laet* as to *Muyssart* in the years 1640 and 1641, we may learn what the partners wanted.[48]

It seems that they considered themselves owners of a part of the colony equivalent to their share, while the patroon asserted that they were coowners of the whole. They insisted therefore not only upon the division of the colony into the five lordships, of which it consisted,[49] but desired also to enter upon the enjoyment of manorial rights and to exercise the same over such portions as

[47] *Toussaint Muyssart* seems to have paid. He had need to keep friends with the patroon since he supplied duffel, blankets and similar articles. N. DE R.

[48] Letter of *Kiliaen van Rensselaer* to *Toussaint Muyssart* at Leyden, May 7, 1640 [p. [illegible] 71]. N. DE R.

[49] Compare the Account of jurisdiction, etc., Appendix E [p. 306 12 of this volume]. [illegible] intended to allot three of these lordships to the family of *van Rensselaer* and two to the partners. N. DE R.

should be allotted to them. The patroon pointed out that this conflicted with the sixth article of the Freedoms, which recognized only one patroon entrusted with jurisdiction and also with the conditions by which the four patroons had bound themselves and with the facts, proved by the administration, the appointment of officials and engaging of colonists, all of which measures were executed by the patroon without the interposition of his partners; and finally, by the deeds of the territories, which stood exclusively in his name. But he also proved that from a practical point of view the division would not be advantageous. How could one divide the grist-mill, the sawmill, the brewery? What would become of the shoemaker, the blacksmith or the carpenter? Now each one of them could find work because the colony was undivided. And how vexatious it would be when the farm laborers, who so willingly changed from farm to farm, should go over from one independent part of the colony to another? The patroon argued, and we believe rightly, that it would cause the downfall of the colony. To keep control in one hand was needful. What use was it for him to bring up every matter of common interest for discussion, when he, as owner of three fifths, could always outvote the others?[50]

It would be most unjust that he who continually and quite alone had been diligent in the matter and brought it to good results with great promise in the near future, should now, without ground for questioning his management or his accounts, be removed from the government by his partners, of whom Mr *de Laet* had never given himself the trouble even to break a lance for the colony in the Assembly of the Nineteen.

He was not disinclined to concession. For instance, he was willing to assign some farms to the partners, if his overlordship, his higher and lower jurisdiction and his manorial rights were submitted to and recognized. He was even willing to grant them permission to nominate persons to office provided that the commissions were given by the patroon. The jurisdiction was indivisible. The Freedoms granted to the patroons in 1628–29 spoke of no separation. If the partners wished to have exclusive possession of a farm or even of one of the territories, the relations between them and the patroon must be those of vassal and lord. If they would agree to this, he would cede them the possession of one fifth of the intermediate and one tenth of the lower jurisdictions.

Such a bond did not attract the partners, especially *de Laet*, who

[50] In order to demonstrate how intolerable this would be, the patroon referred to the example of Mr *Goliin*, whose colony perished because he was unable to secure agreement in its management. N. DE R.

made himself their spokesman. They desired free rule, freedom of jurisdiction, and rebelled at the idea of resigning the slightest fraction of freedom for "nonfreedom," as they perversely viewed it, under the patroon.

Although they had now won over the patroon to the idea of an actual division into lordships, they held on to the scheme of coadministration and cojurisdiction with the lord paramount, not allowing themselves, for the present at least, to be convinced of its practical impossibility by the appeal of *Kiliaen*.

In the meantime, *van Rensselaer* had gained the Company's consent to make disposition by his last will and testament as he pleased of the property he held in fief, and on January 29, 1641, he sought the approval of the States General, which was granted to him by letters patent of February 5 following.[51]

From the wording of the grant thus obtained by him, it is most evident that the patroon believed a settlement with his partners possible on the basis of recognition of his feudal rights. We read indeed, in a quotation from the actual words of his request, that he wished to dispose of this "for the benefit of his children, friends, relatives and also strangers, as he may please and see fit." Under the words "strangers" he may be supposed to have really provided for the interests of his partners.

The partners debated for some months whether they should go to law but appear to have abandoned this plan. We hear no more of the matter during the patroon's lifetime. They became good friends again and went on with the work of annually dispatching a good-sized consignment of merchandise to the colony. They paid their assessments but not until after they had expressly reserved their rights by the protest of July 1, 1641.

So these difficulties were taken out of the way of *van Rensselaer*.[51a]

[51] See O'Callaghan, *Holland Documents* [*Doc. rel. to Col. Hist. N. Y.*], 1:124. The original instrument of the same date, p. 125, is among the archives of the *Bowier* family [see p. 537–39 of this volume]. N. DE R.

[51a] Here ends the second article by Mr de Roever on the colony of Rensselaerswyck. Mr de Roever intended to continue the account, but first pressing duties in connection with the transfer of the city archives, then the death of his wife and finally his own sudden death on March 11, 1893, prevented him from completing his task.

Charter of the West India Company [52]

June 3, 1621

Original text

Octroy, By de Hooge Mogende Heeren Staten Generael, verleent aende West-Indische Compagnie, in date den derden Iunij 1621.

De Staten Generael der Vereenichde Nederlanden, Allen den geenen die dese jegenwoordige sullen sien ofte hooren lesen, Saluyt. DOEN TE WETEN, dat Wy bemerckende den welstant deser Landen, ende welvaren vande Ingesetenen van dien, principalijck te bestaen by de Scheep-vaert ende Koophandel, die van allen ouden tijden uyt de selve Landen geluckelijck ende met grooten zegen ghedreven is geweest, op alle Landen ende Koninghrijcken. SOO IST, dat Wy begeerende dat de voorsz Ingesetenen, niet alleen by haere voorgaende Navigatie, Traffijcque ende Hanteringe werden gheconserveert, maer oock dat haer Traffijcque soo veel moghelijck souden mogen toe-nemen, bysonder in conformiteyt vande Tractaten, Alliantien, Verbonden ende Entrecoursen, op de Traffijcque ende Zee-vaert met andere Princen, Republijcquen ende Volckeren eertijts gemaeckt, die wy in allen deelen punctuelick verstaen onderhouden ende achtervolght te moeten werden: Ende wy by experientie bevinden, dat sonder ghemeene hulpe, assistentie ende middelen van een Generale Compagnie, niet vruchtbaerlijcks inden Quartieren hier naer ghedesigneert, ghedreven, beschermt ende gemainteneert en kan werden, mits de groote avonture van Zee-rooveryen, extorsien ende andersints, die op soo groote verre reysen zijn vallende, Soo hebben wy midts verscheyden ende andere pregnante redenen ende consideratien ons daer toe moverende, met rijpe deliberatie van Raede, ende uyt hooch-dringende oorsaecken, goet gevonden, dat die Scheep-vaert, Handelinge ende Commercien inde quartieren van

[52] For reasons stated in the introduction, it has been deemed advisable to prefix to the translations of the *Van Rensselaer Bowier Mss* the fundamental documents regulating the organization and internal management of the West India Company. The charter was first issued in Dutch, in pamphlet form, in 1621 (Asher, *Bibliographical Essay*, p. 99, no. 54); reprinted in pamphlet form with the amplifications of June 10, 1622, and Feb. 13, 1623, and the agreement of June 21, 1623, in 1623, 1624, 1629 and 1642 (Asher, no. 55–61); also printed in Dutch in de Laet, *Historie ofte Iaerlijck Verhael*, 1644, introd. p. [7–16]; *Groot Placaet Boeck*, 1658–1797, vol. 1, col. 565–78; Aitzema, *Saken van Staet en Oorlogh*, 1669–72, 1:62–66; and Tjassens, *Zee-Politie*, 1670, p. 305–17. The present copy follows the official text of the *Groot Placaet Boeck*.

Charter of the West India Company[52a]

June 3, 1621

Translation

Charter granted by the High and Mighty Lords the States General to the West India Company, dated the 3d of June 1621.

The States General of the United Netherlands to all who shall see these presents or hear them read, greeting. Be it known, that we, noticing that the prosperity of this country and the welfare of its inhabitants consist principally in navigation and trade, which from time immemorial has been carried on by this country with good fortune and great blessing with all countries and kingdoms; and desiring that the aforesaid inhabitants not only be maintained in their former navigation, commerce and trade, but also that their commerce may be increased as much as possible, especially in conformity with the treaties, alliances, conventions and covenants concerning commerce and navigation formerly made with other princes, republics and nations, which we intend shall be punctually kept and observed in all their parts; and finding by experience that without the common help, aid and means of a general company, no profitable business can be carried on, protected and maintained in the parts hereafter designated on account of the great risk from pirates, extortions and the like, which are incurred on such long and distant voyages; we, therefore, many other and different pregnant reasons and considerations also us thereunto moving, after mature deliberation of Council, and for very pressing causes, have resolved that the navigation, trade and commerce in the West

[52a] The only translation of this charter heretofore printed is the very imperfect one in Hazard, *Historical Collections of State Papers*, 1:121–31, literally reprinted in O'Callaghan, *History of New Netherland*, 1:399–407; for criticism of this see J. F. Jameson's article on Usselinx in *Papers of the American Historical Association*, 1887, 2:160, 219–20. Translations, differing but slightly from the present, of the preamble and articles 1–3 and 45 appear in *British Blue Book, Venezuela No.* 3, (1896), p. 53–54; of article 2 in *Report of the U. S. Commission on Boundary between Venezuela and British Guiana*, 1896–97, 1:110–11.

West-Indien ende Africa ende anderen hier naer ghedesigneert, voortaen niet anders en sal werden gedreven, dan met gemeene vereenichde macht vande Koopluyden ende Ingesetenen deser Landen, ende dat tot dien eynde opgerecht sal worden eene Generale Compagnie, die wy uyt sonderlinge affectie tot den gemeynen welstant, ende omme de Ingestenen van dien te conserveren in goede Neeringhe ende welvaert, sullen mainteneren ende verstercken met onse hulpe, faveur ende assistentie, voor soo veel den jegenwoordigen staet ende ghestaltenisse der Landen eenichsins kan verdragen, ende daer toe te voorsien met behoorlijck Octroy, ende met de Privilegien ende Exemptien hier naer volgende, Te weten:

I. Dat binnen den tijt van vier-en-twintich Jaren, niemant vande Ingeboornen ofte Ingesetenen deser Landen, anders dan alleen uyt den Naem van dese Vereenichde Compagnie uyt dese Vereenichde Nederlanden, nochte oock van buyten de selve Landen sal mogen varen ofte Negotieren op de Kusten ende Landen van Africa, vanden Tropico Cancri, tot Cabo de bonne Esperance, nochte op de Landen van America, ofte West-Indien, beginnende van't Zuyteynde van Terra Nova, door de Straten van Magellanes, le Maire, ofte andere Straten ende Passagien daer ontrent ghelegen, tot de Strate van Anjan, soo op de Noort-zee, als op de Zuyt-zee, nochte op eenige Eylanden aende eene ende andere zijden ende tusschen beyden gelegen; Mitsgaders op de Austraelsche ofte Zuyderlanden, streckende ende leggende tusschen beyde de Meridianen, raeckende in't Oosten de Cabo de bonne Esperance, ende in't Westen het Oosteynde van Nova Guinea incluys. Ende soo wie sonder consent van dese Compagnie hem sal vervorderen te varen, ofte te Negotieren op eenige Plaetsen binnen de voorsz Limiten, dese Compagnie gheaccordeert, dat sal zijn op de verbeurte vande Schepen ende Goederen, die bevonden sullen werden op de voorschreve Kusten ende Gewesten te handelen, de welcke datelijck ende al omme van wegen de voorschreve Compagnie, aengetast, ghenomen ende als verbeurt, ten behoeve van de selve gehouden sullen mogen werden. Ende in cas soodanige Schepen ofte Goederen verkocht mochten wesen, ofte in andere Landen ofte Havenen in-gheloopen, sullen de Reeders ende Participanten voor de waerde vande selve Schepen ende goederen mogen werden geexecuteert: Uytgesondert alleen, dat de geene die voor date van dit Octroy, uyt dese ofte andere Landen, op eenige

Indies, Africa and other countries hereafter designated, shall henceforth not be carried on otherwise than with the common united strength of the merchants and inhabitants of this country and that to this end there shall be established a general company which, on account of our great love for the common weal and in order to conserve the trade and welfare of the inhabitants of this country, we will maintain and strengthen with our help, favor and assistance, so far as the present state and condition of this country will in any way admit, and for that purpose furnish with a proper charter and endow with the privileges and exemptions hereafter enumerated, to wit:

I. That for the period of twenty-four years no native or inhabitant of this country shall be permitted, except in the name of this United Company, from these United Netherlands nor even from any place outside of them, to sail to or trade with the coasts and countries of Africa, from the Tropic of Cancer to the Cape of Good Hope; nor to or with the countries of America, or the West Indies, beginning at the south end of *Terra Nova*, through the Straits of Magellan, *le Maire*, and other straits and passages situated thereabouts, to the Strait of *Anjan*,[53] neither on the North Sea nor on the South Sea, nor to or with any islands situated on the one side or the other, or between both; nor to or with the Australian or South Lands, extending and lying between the two meridians of the Cape of Good Hope in the east, and of the east end of New Guinea in the west, inclusive. And whoever shall venture, without the consent of this Company, to sail to or to traffic with any places within the aforesaid limits granted to this Company, shall forfeit the ships and goods which shall be found trading upon the aforesaid coasts and lands, the which in the name of the aforesaid Company may immediately and everywhere be attached, seized and held as confiscated property for the behoof of the same. And in case such ship or goods shall have been sold or taken to other countries or ports, the owners and partners may be levied on for the value of those ships and goods; except only, that they, who before the date of this charter shall have sailed from these or other countries to any of the aforesaid coasts, shall

[53] Strait of *Anjan*; corresponding to Bering Strait. "Strictly speaking, the Strait of An Jan is not laid down on the old maps at the same point as our Bering Strait; but that is only because the northern Pacific was unknown. As it was the strait supposed to divide America from Asia, it exactly coincides with Bering Strait as a limit." *Report of U. S. Commission on Boundary between Venezuela and British Guiana*, 1:100.

der voorsz Kusten uytgeloopen ofte uytgesonden zijn, hunne handelinge totten uytkoop haerder goederen, ende weder-kommen in dese Landen, ofte andersints, ter expiratie toe van haer Octroy, soo sy voor desen eenich hebben verkregen, sullen vermogen te continueren, ende langer niet: Behoudelick dat naer den eersten Julij sesthien hondert een ende twintich, dage, ende tijde des ingancks van desen Octroye, niemant eenige Schepen ofte goederen en sal vermogen uyt te seynden naer de Quartieren in desen Octroye begrepen, alwaer't dat voor date van dien dese Compagnie noch niet eyntelick en ware gesloten: Maer sullen daer inne voorsien sulcks als behoort, tegens den geenen die wetens in fraude van dese onse goede meeninge het ghemeene beste soecken te frustreren: Welverstaende dat de Zout-vaert op Ponte del Ré sal mogen werden gecontinueert, op conditien ende Instructien by ons daer van verleden ofte te verlijden, sonder aen desen Octroye anders te wesen verbonden.

II. Dat voorts de voorschreve Compagnie op onsen Name ende authoriteyt, binnen de Limiten hier vooren ghestelt, sal mogen maecken Contracten, Verbintenissen ende Alliancien met de Princen ende Naturelen vande Landen daer inne begrepen, mitsgaders aldaer eenige Fortressen ende verseeckertheden bouwen, Gouverneurs, Volck van Oorloge, ende Officers van Justitie, ende tot andere nootelijcke diensten, tot conservatie vande Plaetsen, onderhoudinge van goede ordre, Policie ende Justitie: Eensamentlijck tot voorderinge vande Neeringe stellen, deporteren ende af-stellen, ende wederom andere in hare plaetse surrogueren, naer sylluyden naer gelegentheyt van saecken sullen bevinden te behooren; Voorts populatie van vruchtbare ende onbewoonde Quartieren mogen bevorderen, ende alles doen dat den dienst der Landen, profijt ende vermeerderinge vanden handel sal vereyschen. Ende sullen die vande Compagnie ons successivelijck communiceren, ende over-leveren soodanige Contracten ende Alliancen als sy mette voorschreve Princen ende Natien sullen hebben gemaeckt, mitsgaders de ghelegentheyt vanden Fortressen, verseeckertheden ende populatien by henluyden ter handen genomen.

III. Behoudelick dat sylieden eenen Gouverneur Generael ver-

be permitted to continue their trade till they have sold their goods and come back to this country, or otherwise until the expiration of their charter if they have been granted any before this date, and no longer. Provided, that after the first of July, sixteen hundred and twenty-one, the day and time of the commencement of this charter, no one shall be permitted to send any ships or goods to the places comprehended in this charter even if this Company should not be fully organized before that date; but proper provision shall be made against those who knowingly and fraudulently seek to frustrate our good intentions for the common weal; it being understood that the salt trade at *Ponte del Ré* may be continued according to the conditions and instructions already given, or to be given by us respecting it, without being in any way restricted by this charter.

II. That further the aforesaid Company, in our name and by our authority, within the limits hereinbefore set forth, shall have power to make contracts, leagues and alliances with the princes and natives of the countries therein comprised also to build any fortresses and strongholds there; to appoint,[54] transfer, discharge and replace governors, troops and officers of justice and for other necessary services, for the preservation of the places, the maintenance of good order, police and justice, in general for the furtherance of trade, as according to circumstances they shall see fit; moreover, they may promote the settlement of fertile and uninhabited districts, and do all that the service of this country and the profit and increase of trade shall require. And the [directors] of the Company shall regularly communicate to us and transmit such contracts and alliances as they shall have made with the aforesaid princes and nations, likewise [report] the situation of the fortresses, strongholds and settlements by them begun.

III. Provided that when they have chosen a governor general

[54] The translation of art. 2 of this charter, in the *Report of the U. S. Commission on Boundary between Venezuela and British Guiana*, 1:110, has at this point, in brackets, the word *provide* with the following footnote: "This important verb is omitted in the charter as printed in the *Groot Placaet-Boek*, in Aitzema, and in Trassens — and so, perhaps, in the original document; but it is supplied, in the new charter of 1674, as *aenstellen*." As a matter of fact, no such omission occurs, for the word *stellen* which appears further down in connection with the words *deporteren ende stellen*, refers back to governors, troops and officers of justice.

kooren, ende voor hem Instructie geconcipieert hebbende, de selve daer naer by ons geapprobeert ende Commissie ghegeven sal worden, Ende dat voorts soodanigen Gouverneur Generael, soo wel als andere Vice-Gouverneurs, Commandeurs ende Officieren, gehouden sullen wesen den eedt van getrouwicheyt aen ons te doen, ende oock aende Compagnie.

IV. Ende indien de voorsz Compagnie op eenige der voorsz Plaetsen in schijn van vrientschap bedrogen, ofte qualijck ghetracteert mochte werden, ofte dat in 't vertrouwen van eenige Penningen ofte Koopmanschappen, de selve sonder restitutie ofte betalinge daer van te genieten, gehouden worden, dat sy de schade naer ghelegentheyt der saecken, ende naer dat sy best sullen vermogen, sullen doen repareren, deur alsulcke middelen als men gevoechlijck sal konnen doen.

V. Ende alsoo tot plantinge, verseeckeringe ende defensie van desen handel, oock noodich sal zijn eenich Krijghs-volck mede te nemen, sullen wy naer de constitutie van't Landt ende gelegentheyt van saecken, de voorsz Compagnie voorsien met soodanich Volck van Oorloge, van Commandement ende van Fortificatien, als noodich sal wesen, mits dat die by de Compagnie sullen worden betaelt ende onderhouden.

VI. De welcke boven den Eedt die sy aen ons ende Sijn Excellentie hebben gedaen, oock sweeren sullen, het Commandement vande voorsz Compagnie te volgen, ende hare saecken te helpen voorderen naer haer beste vermogen.

VII. Dat de Provoosten vande Compagnie aen Lant sullen mogen apprehenderen het Krijgs-volck ende ander Volck van Oorloge, dat hen in dienste vande voorsz Compagnie begeven heeft, ende de gheapprehendeerde t'Scheep brengen, 't zy in wat Steden, Plaetsen ofte Jurisdictien van dese Landen de selve bevonden mochten werden, Mits dat de Provoosten te vooren sullen aenspreken d'Officiers ende Magistraten vande Steden ende Plaetsen daer sulcks valt.

VIII. Dat wy egeen Schepen, Geschut ofte Ammunitien van dese Compagnie tot dienste deser Landen en sullen nemen, dan met consent vande selve Compagnie.

IX. Hebben voorts dese Compagnie gheoctroyeert, geprivilegeert ende ghegunt, octroyeren ende gunnen mits desen, dat sy met alle hare Schepen ende goederen vry sullen mogen passeren voor-by alle Tollen eenige der Vereenichde Provincien toekomende, ende dat sy de selve vryheyt sullen gebruycken in sulcker voegen als de vrye Ingesetenen vande Steden deser Landen daer inne hare vrydom-

and prepared instructions for him, the same must be approved, and the commission given by us; and further, that such governor general, as also other vice governors, commanders and officers, shall be obliged to take the oath of allegiance to us and also to the Company.

IV. And if the aforesaid Company in any of the aforesaid places be cheated under the pretense of friendship or badly treated, or if any money or goods entrusted by them be kept without their receiving restitution or payment, they may according to circumstances and the best of their ability cause the loss to be made good by all such means as can properly be employed.

V. And as it will also be necessary for the establishment, security and defense of this trade to take some troops along, we will, according to the condition of the country and the situation of affairs, furnish the said Company with such troops for field and garrison duty as shall be necessary, provided they be paid and supported by the Company.

VI. Which troops, besides the oath already taken to us and to his Excellency, shall swear to obey the commands of the said Company and to help promote their interests to the utmost of their ability.

VII. That the provosts of the Company on shore shall have power to apprehend any soldiers or other of the military that have enlisted in the service of the aforesaid Company and to confine them on board ship in whatever city, place or jurisdiction of this country they may be found; provided the provosts first inform the officers and magistrates of the cities and places where this occurs.

VIII. That we will not take any ships, ordnance or ammunition belonging to the Company, for the use of this country, except with the consent of the said Company.

IX. We have further granted, privileged and conceded this Company, and do hereby grant and concede, that they may pass freely with all their ships and goods without paying toll to any of the United Provinces and that they may use this freedom in the same manner as the free inhabitants of the cities of this country enjoy

men zijn genietende, oock niet tegenstaende eenige onvrye Persoonen in dese Compagnie zijn participerende.

X. Dat alle de goederen die dese Compagnie, gheduyrende den tijdt van acht eerst-komende Jaren, sullen uyt dese Landen voeren nae de quartieren van West-Indien ende Africa, ende andere binnen de voorsz Limiten begrepen, ende die sy van daer in dese Landen sullen brengen, sullen wesen vry van uytgaende ende inkomende Convoyen: Welverstaende by soo verre naer de expiratie vande voorschreve acht Jaren, den Staet ende gelegentheyt deser Landen niet toe en laet dien vrydom van acht Jaeren noch voor een tijdt van Jaeren te continueren, dat de selve goederen daer naer, nochte oock de waren uyt de quartieren in desen Octroye gedesigneert, ghekomen, ende wederom uyt desen Lande gaende, inde uytgaende Convoyen ende Licenten, geduyrende den gheheelen tijdt van desen Octroye, niet hooger by ons sullen werden beswaert, dan die jegenwoordelijck beswaert zijn, ten ware wy wederom in Oorloge quamen te geraecken, in welcken ghevalle alle de voorschreve goederen ende Waren niet hooger by ons en sullen werden beswaert, als die op de laeste Lijste by tijde vanden Oorloge beswaert zijn gheweest.

XI. Ende op dat dese Compagnie soude mogen bestaen by een goede Regieringe, ten meesten profijte ende contentement van alle de Participanten, Soo hebben Wy geordonneert, dat de selve Regieringe sal bestaen in vijf Kameren van Bewinthebberen, als een binnen Amsterdam, die hebben sal de administratie van vier negende-parten: een Kamer in Zeelandt, voor twee negende-parten: Een Kamer op de Maze, voor een negende-part: Een Kamer in 't Noorder-quartier, voor een negende-part: Ende de vijfde Kamer in Vrieslandt, mitsgaders Stadt ende Landen mede voor een negende-part, op de Conditie in het Register van onse Resolutien gestelt, ende

their freedom, notwithstanding some persons who are not free should be members of this Company.

X. That all the goods which this Company during the eight next ensuing years shall carry out of this country to the West Indies and Africa, and other places comprised within the aforesaid limits, and those which they shall bring thence into this country shall be exempt from outgoing and ingoing convoy, charges;[55] provided, that if at the expiration of the aforesaid eight years, the state and condition of this country will not admit of this eight years' freedom's continuing for another term of years, then outgoing convoy charges and license fees[56] on the said goods and merchandise coming from the places mentioned in this charter and again exported from this country, during the whole term of this charter shall not be rated higher by us than they are rated at present; unless we should be again engaged in war, in which case all the aforesaid goods and merchandises shall not be rated higher by us than they were in the last list in time of war.

XI. And in order that this Company may have a good government, to the greatest profit and satisfaction of all the participants, we have ordained that the said government shall be vested in five Chambers of directors — one at Amsterdam which shall have the management of four ninths; one Chamber in Zealand, of two ninths; one Chamber on the *Maze*, of one ninth; one Chamber in the *Noorder-quartier*,[57] of one ninth; and the fifth Chamber in Friesland together with *Stadt ende Landen*,[58] also of one ninth — upon the conditions set forth in the register of our resolutions and the agree-

[55] *Convoyen;* import and export duties levied in 1572 by the province of Holland and after 1577 by the States General for the support of the navy and which entitled merchantmen sailing in company to protection by war vessels.

[56] *Licenten;* fees paid for license to trade to the enemy's country, first established in 1573 by the province of Zealand and after 1577 paid to the States General for the support of the navy. Both taxes, the *Convoyen* and *Licenten*, remained in force after the treaty of Munster, 1648, but had by that time assumed the character of ordinary import and export duties. See *Groot Placaet Boeck*, 1:2264–2555; Jhr J. C. de Jonge, *Geschiedenis van het Nederlandsche Zeewezen*, 1:184–88; Robert Fruin, *Geschiedenis der Staatsinstellingen in Nederland*, p. 189.

[57] *Noorderkwartier;* the former name of that part of the present province of North Holland situated north of the IJ and the Wijker-meer; it included the seven cities: Alkmaar, Hoorn, Enkhuizen, Edam, Monnikendam, Medemblik and Purmerende.

[58] *Stad en Lande*, or *Stad en Ommelanden;* former name of the province of Groningen, referring to the city of Groningen with its surrounding territory and the three country districts Hunsingo, Fivelgo and Westerkwartier.

de Acte daer van verleden: Ende sullen de Provintien inde welcke geen Kameren en sullen zijn, met soo vele Bewinthebberen werden geaccommodeert, ende over de respective Kameren verdeelt, als sylieden hondert duysenden guldens in dese Compagnie furneren sullen.

XII. Dat de Kamer van Amsterdam sal bestaen van twintich Bewinthebbers: De Kamer van Zeelandt van twaelf: De Kameren vande Maze ende van't Noorder-quartier, elck van veertien: Ende de Kamere van Vrieslandt, mitsgaders van Stadt ende Landen, mede van veertien Bewinthebbers: Ten ware naemaels bevonden wort, dat dit werck niet anders dan met meerder getal van Persoonen uytgevoert soude konnen werden, in welcken gevalle 't selve met kennisse vande negenthien, ende met onse goet-vindinge, ende anders niet, sal mogen werden vermeerdert.

XIII. Ende werden de Staten vande respective Vereenichde Provintien gheauthoriseert, 't zy voor hun Ed: Mog: haere ordinarise Gedeputeerdens, ofte voor de Magistraten der Steden haerer Provincie, soodanige odre te stellen op de aenteyckeninge vande Participanten, mitsgaders de verkiesinge vande Bewinthebberen, als sy naer de Constitutie vande selve haere Provintie sullen bevinden te behooren: Mits dat niemant inde Kamer van Amsterdam tot Bewinthebber verkooren sal worden, dan die geene die inde Compagnie voor sijn eygen sal participeren ter somme van ses duysent guldens: inde Kamer van Zeelant, ter somme van vier duysent gulden: ende inde Kameren vande Maze, van 't Noorder-quartier ende van Vrieslant, mitsgaders Stadt ende Landen, ter somme van ghelijcke vier duysent guldens.

XIV. Dat de eerste Bewinthebbers sullen dienen den tijt van ses Jaren, ende dat men de selve overstreken zijnde, eerst by lotinge sal veranderen een derde-part van 't getal vande Bewinthebbers, en-

ment[59] drawn up respecting it. And the provinces in which there are no Chambers shall be accommodated with as many directors, divided among the respective Chambers, as the number of hundred thousand guilders which they shall furnish to the Company.

XII. That the Chamber of Amsterdam shall consist of twenty directors; the Chamber of Zealand of twelve; the Chambers of the *Maze* and of the *Noorder-quartier* each of fourteen; and the Chamber of Friesland together with *Stadt ende Landen* also of fourteen directors. If it shall hereafter appear that this work can not be carried on without a greater number of persons, then more may be added after notice to the Nineteen and our approbation, but not otherwise.

XIII. And the States of the respective united provinces are authorized to make such regulations, either for their Noble Mightinesses' ordinary deputies[60] or for the magistrates of the cities of their province, concerning the registration of the participants and the election of directors, as they think proper, according to the constitution of their province; provided that no person in the Chamber of Amsterdam shall be chosen a director who shall not in his own name participate in the Company for the sum of six thousand guilders; in the Chamber of Zealand for four thousand guilders; and in the Chambers of the *Maze*, of the *Noorder-quartier*, and of Friesland, with *Stadt ende Landen*, for the like sum of four thousand guilders.

XIV. That the first directors shall serve for the term of six years and that at the expiration of the said term, first one third part of the number of directors, selected by lot, shall be changed;

[59] A fifth chamber, to have one ninth of the capital, was reluctantly conceded to Friesland and Gronigen upon their signing an agreement *dat se hen daar meede sullen houden vernieuwt, en vorder daar in niet moogen pretendeeren; en deesen in het octroyeert van de Oostindische Compagnie by continuatie, of verleenen van nieuw Octroy daar deselve trekken in consequentie, maar de equipatie en Kamere daar van laaten, staen en ter plaatse deselve jeegenwoordig zyn* — that they will rest satisfied herewith and make no further claims; and that they will not make this a precedent in case of extension or renewal of the charter of the East India Company, but leave the organization and the chamber thereof as and at the place where they are at present. *Resolutions of Holland and West Friesland*, Sept. 19, 1620. See also J. F. Jameson, *Willem Usselinx* (*Papers of the American Historical Association*, 1886–87, 2:217–18).

[60] The Deputy States; an executive committee appointed by the Provincial States for the transaction of daily business.

de twee Jaren daer nae gelijcke derde-part, ende d'andere twee volgende Jaeren het leste derde-part, ende voorts successivelick de outste in dienste zijnde laten afgaen: Ende dat in plaetse vande afgaende, ofte vanden geenen die voor ofte naer soude mogen aflijvich, oft om andere redenen verlaten worden, by de Bewinthebberen, soo blijvende als af-gaende, mitsgaders by de Hooft-Participanten die in Persoone, ende op hare kosten daer by sullen willen komen, drie andere sullen worden genomineert, uyt welcke de voorsz respective Provintien, Gedeputeerdens ofte Magistraten, nieuwe Electie van Bewinthebber sullen doen, ende de vacante Plaetsen successivelick suppleren. Ende sullen voor Hooft-Participanten ghehouden worden, die voor hun eygen soo veel participeren als de respective Bewinthebberen zijn doende.

XV. Dat men de rekeninge vande equipagie eñ uyt-rustinge vande Schepen mette dependentien van dien, sal doen drie Maenden naer 't vertreck vande Schepen, ende een Maent daer na Copyen aen ons, ende aende respective Kameren seynden: Ende vande retouren, mitsgaders vande verkoopinge der selver, sullen de Kameren (soo dickwils wy dat goet sullen vinden, oft sy vande Kameren daer toe versocht werden) Staet aen ons, ende aen malkanderen over schicken.

XVI. Dat men alle ses Jaren sal maecken generale Reeckeninge van alle uytreedingen ende retouren, mitsgaders van winste ende verlies vande Compagnie, te weten, een vande Negotie, ende een vander Oorloge, elck apart: Welcke Reeckeninge in 't openbaer sullen worden gedaen, naer voorgaende affixie van billetten, ten eynde yeder een daer by Interest hebbende, op 't hooren vande selve reeckeninge sal mogen komen: Ende indien voor de expiratie van 't sevende Jaer, de Reeckeninge in manieren voorschreve niet werden gedaen, sullen de Bewinthebberen verbeuren heure Provisien, die tot proffijt vanden Armen sullen werden bekeert, ende syluyden evenwel ghehouden blijven haere Reeckeninge als vooren te doen, binnen sulcken tijde, ende op soodanige peynen, als by ons tegens de gebreeckigen sullen werden gestatueert. Ende sal niet te min ondertusschen vande winste vande Negotien uytdeelinge gedaen worden, so dickwils als men bevinden sal datter thien ten hondert geprofijteert sal zijn.

XVII. Niemant sal, ghedurende den tijdt van desen Octroye, sijn Capitael ofte ingheleyde Penningen uyt dese Compagnie mogen trecken: Gelijck men oock gheen nieuwe Participanten sal mogen innemen: Dan indien ter expiratie van vier en twintich Jaren mochte

and two years after a like third part; and again after two years, the last third part; and thenceforth successively, the oldest in the service shall be retired; and in the place of [each] retiring director or of such as shall at any time die, or for other reason leave a vacancy, three others shall be nominated by the directors, both remaining and retiring, together with those chief participants who in person and at their own expense shall care to join them, from which number the aforesaid respective provinces, deputies or magistrates, shall elect new directors and successively supply the vacancies; and they shall be considered chief participants who in their own name participate for the same amount as the respective directors.

XV. That the accounts of the equipment and fitting out of the ships, with their appurtenances, shall be rendered three months after the departure of the ships and that one month thereafter copies shall be sent to us and to the respective Chambers; and the Chambers shall (as often as we see fit or they are requested by the [other] Chambers) send to us and to each other an account of the returns and also of the sales of the same.

XVI. That every six years a general accounting shall be made of all outfits and returns, as also of all gains and losses of the Company, to wit, one relating to trade and one relating to war, each separate; which accounts shall be rendered publicly, notices being previously posted, to the end that every one who is interested may attend the hearing of the said accounts; and if before the expiration of the seventh year the accounts are not rendered in the manner aforesaid, the directors shall forfeit their commissions, which shall be appropriated to the use of the poor, and they shall nevertheless be held to render their accounts as aforesaid within such time and under such penalty as shall be fixed by us respecting the delinquents. And none the less a dividend shall meantime be declared from the profits of the trade as often as it shall be found that ten per cent has been gained.

XVII. No one shall be permitted during the continuance of this charter to withdraw his capital or sums advanced from this Company; nor shall any new participants be admitted. If at the expiration of twenty-four years it shall be judged well to continue this

goet ghevonden werden dese Compagnie te continueren, ofte een Nieuwe op te rechten, sal finale Reeckeninge ende estimatie by de Negenthien met onse kennisse ghedaen worden, van alle 't geene dese Compagnie is toe-behoorende, als oock vande nootelijcke kosten die by de selve zijn gedaen, ende yeder een vermogen na de voorsz af-rekeninge ende ghedane estimatien, sijne Penningen te lichten, ofte inde volgende Compagnie na advenant van dien, in 't gheheel ofte deel, te continueren ofte participeren. Ende sal in sulcken gevalle de volgende Compagnie de restanten, die volgens de Reeckeninge ende estimatie bevonden sullen worden, tot haren laste moeten nemen: Ende de Participanten, die inde Compagnie niet sullen goet vinden te continueren, haer contingent betalen, op alsulcke termijnen als de Negenthien met onse kennisse ende goet-vinden sullen bevinden te behooren.

XVIII. Dat soo dickwils het van noode sal zijn een Generale vergaderinge vande voorsz Kameren te houden, 't selve sal geschieden by negentien Persoonen, daer inne uyt de Kamer van Amsterdam sullen compareren acht: uyt Zeelant vier: vande Maze twee: uyt het Noorder-quartier twee: uyt Vrieslant, mitsgaders Stadt ende Landen twee. Welverstaende dat den negenthienden Persoon, ofte soo veel meer als wy t' elckens sullen goet vinden, by ons sal worden gedeputeert, omme inde voorsz Vergaderinge de saecke vande Compagnie ten besten te helpen dirigeren.

XIX. Van welcke Generale Vergaderinge vande voorschreve Kameren, alle saecken dese Compagnie aengaende, verhandelt ende beslooten sullen werden: Welverstaende dat in saecken van Oorloge op de genomen Resolutie, versocht sal worden onse approbatie.

XX. De voorschreve Generale Vergaderinge beschreven zijnde, sal te samen komen om te resolveren, wanneer men sal equiperen, hoe veel Schepen men op elck Quartier sal senden, de Compagnie in 't gemeen betreffende, sonder dat d'een oft d'ander Kamer yet sal mogen aenrichten buyten de voorschreve gemeene Resolutien, maer sullen ghehouden zijn de selve te effectueren ende in 't werck te stellen. Ende indien eenige Kamer bevonden werde in ghebreecke te zijn de ghemeene Resolutien te achtervolgen, ofte te contravenieren, Hebben Wy de selve Vergaderinge geauthoriseert, ende authoriseren by desen, om soodanich ghebreck ende contraventie metten eersten te doen repareren, waer inne wy des versocht zijnde haer sullen assisteren.

XXI. De selve Generale Vergaderinge sal ghehouden worden de eerste ses Jaeren binnen de Stadt van Amsterdam, ende twee Jaren daer nae in Zeelant, ende soo voorts van tijde tot tijde inde voorsz twee Plaetsen.

Company or to erect a new one, a final accounting and estimate shall be made by the Nineteen, with our approval, of all that belongs to the Company, and also of their necessary expenses, and after the aforesaid settlement and estimate any one may withdraw his money or, in proportion thereof, in whole or in part, continue and share in the succeeding Company; and the succeeding Company shall in such case take the remainder, which shall be found according to the accounting and estimate, and pay the participants who do not think fit to continue in the Company their share at such times at the Nineteen, with our knowledge and approbation, shall think proper.

XVIII. That so often as it shall be necessary to have a general Assembly of the aforesaid Chambers, it shall be by Nineteen persons, of whom eight shall come from the Chamber of Amsterdam, four from Zealand, two from the *Maze,* two from the *Noorderquartier,* two from Friesland and *Stadt ende Landen;* provided, that the nineteenth person, or so many more as we shall at any time think fit, shall be deputed by us for the purpose of helping to direct the affairs of the Company in the aforesaid Assembly.

XIX. By which general Assembly of the aforesaid Chambers, all matters relating to this Company shall be considered and decided; provided, that in matters of war, our approbation of their resolution shall be asked.

XX. The aforesaid general Assembly being summoned, it shall meet, whenever they are about to fit out, to resolve how many ships they shall send to each place for the account of the Company in general, and no individual Chamber shall be permitted to undertake anything not included in the aforesaid common resolution but [all] shall be bound to carry it into effect and to execute it. And if any Chamber should fail to comply with the common resolution, or be found to act in violation thereof, we have authorized, and by these presents do authorize, the said Assembly immediately to cause reparation to be made for such failure or violation, wherein, on request, we will assist them.

XXI. The said general Assembly shall be held the first six years in the city of Amsterdam, and the following two years in Zealand; and so on alternately in the aforesaid two places.

XXII. De Bewinthebberen die van wegen de Compagnie ghecommitteert zijnde, van Huys sullen reysen, 't zy op de voorseyde Vergaderinge ofte elders, sullen voor haer teer-kosten ende dachgelden hebben vier gulden 's daeghs, boven de Schuyt ende Wagenvrachten: Welverstaende dat die geene die vande eene Stadt nae de andere reysen, om die Kameren als Bewinthebberen ende Regierders te frequenteren, egeen dach-gelden ofte reys-kosten en sullen ontfangen, tot laste vande Compagnie.

XXIII. Ende of 't gebeurde dat inde voorseyde Generale Vergaderinge eenige wichtige saecken voorvielen, daer inne sy niet wel en konden verdragen, ofte dat sy selfs hun souden mogen beswaert vinden, om elckanderen te overstemmen, dat 't selve gelaten sal worden tot onse decisie: Ende 't geene dien aengaende goet gevonden sal worden, sal achtervolght ende na gekomen worden.

XXIV. Ende sullen alle Ingesetenen deser Landen, ende oock van andere Landen, by openbare affixien van billetten, binnen den tijdt van een Maent naer date van desen t' affigeren, gewaerschouwt worden, dat sy binnen den tijdt van vijf Maenden, innegaende den eersten Julij deses Jaers sesthien-hondert een-en-twintich in dese Compagnie sullen worden geadmitteert, ende dat sy hunne Penningen, die sy sullen willen in leggen, sullen mogen op brengen in drie termijnen: Te weten een derde-part ter expiratie vande voorschreve vijf Maenden, ende d' ander twee derde-parten op drie achter een volgende Jaren, ten ware de voorschreve Generale Vergaderinge bevonden, dat men dese Termijnen soude mogen verlengen, daer van de Participanten te vooren by affixie van billetten sullen werden gheadverteert.

XXV. De Schepen vande reyse weder komende sullen wederom aenkomen ter plaetsen daer sy afgeseylt zijn, ende of door fortune van Weder ende Wint, de Schepen van 't eene Quartier uytgheseyldt, aenquamen in het ander, als die van Amsterdam ofte van 't Noorder-quartier in Zeelant ofte inde Maze, ofte die van Zeelandt in Hollandt: ofte die van Vrieslandt, mitsgaders Stadt ende Landen in een ander Quartier: dat niet te min elcke Kamer de administratie ende bewint van hare uytghesonden Schepen ende Koopmanschappen sal behouden, ende dat sy de selve sullen mogen verseynden ende vervoeren nae de Quartieren daer de Schepen waren uytgeseylt, 't zy met de selve ofte andere Schepen, mits dat de Bewinthebbers der selver Kamer, gehouden sullen zijn haer selfs in Persoon te laten vinden ter Plaetse daer de Schepen ofte goederen aenghekomen zijn, ende geene Facteurs daer over sullen vermogen te stellen: Maer in ghevalle haer selfs niet ghelegen en ware te

XXII. The directors who by commission of the Company shall go from home to attend the aforesaid Assembly or otherwise, shall have for their expenses and daily allowance four guilders a day, besides boat and stage fare; it being understood that those who go from one city to another to attend the meetings of the Chambers as directors and managers shall receive no allowance or traveling expenses at the charge of the Company.

XXIII. And if it should happen that in the aforesaid general Assembly any weighty matter came before them, wherein they could not agree, or even in which one side should scruple to impose its decision on the other, the same shall be left to our decision; and whatever shall be determined upon shall be followed and carried into execution.

XXIV. And all the inhabitants of this country, and also of other countries, shall be notified by public posting of notices within the month after the date hereof that they may be admitted into this Company during five months from the first of July, this year, sixteen hundred and twenty-one, and that they may pay the money they wish to invest in three payments; to wit, one third at the expiration of the aforesaid five months and the other two thirds within the three next succeeding years, unless the aforesaid general Assembly shall find it necessary to extend the time, whereof the participants shall be notified by posting of notices.

XXV. The ships returning from a voyage shall come to the place they sailed from; and if, by stress of wind and weather, the vessels which sailed out from one district shall arrive in another — as those from Amsterdam or the *Noorder-quartier* in Zealand or the *Maze;* or from Zealand in Holland; or those from Friesland, with *Stadt ende Landen,* in another district — each Chamber shall nevertheless retain the direction and management of the ships and goods it sent out and be allowed to send and transport the goods to the places whence the vessels sailed, either in the same or other vessels; provided that the directors of that Chamber shall be required to be present in person at the place where the vessels and goods shall have arrived and not to appoint factors to superintend the business; but in case it shall not be convenient for them to travel, they shall com-

reysen, dat sy als dan de Bewint-hebberen vande Kamer daer de Schepen gearriveert zijn, totte administratie sullen committeren.

XXVI. Als d'een oft d'ander Kamer eenige Koopmanschappen ofte retouren uyt die Quartieren binnen de voorschreve Limiten begrepen, ghekregen heeft, daer van dat d'ander niet en is versien, sal gehouden wesen die Kamer die ongeprovideert is, op haer versoeck naer ghelegentheyt vande saecke te provideren ende 't goet te senden, ende als sy uytverkocht sullen hebben, noch meer te seynden. Dat van gelijcken de Bewinthebberen vande respective Kameren, eenige Persoonen tot de equipagien, ofte andersints uyt andere Steden daer Kameren ofte Bewint-hebbers zijn, van noode hebbende, daer toe de Bewinthebberen van dese Compagnie sullen moeten versoecken ende employeren, sonder eenige Factoren daer toe te gebruycken.

XXVII. Ende indien eenige Provincien goet vinden eenen Agent te stellen, om die Penningen uyt haere Ingesetenen te versamelen, ende in masse in eenighe Kamer in te leggen, ende vande uytdeelinge betalinge te voorderen, sal de Kamer ghehouden zijn alsulcken Agent toe te laten acces inde selve Kamer, om aldaer geinformeert te werden vanden Staet vanden uytgeve ende inkomen, uyt ende inschulden: Behouden dat de Penningen by sulcken Agent ingebracht, sullen bedragen vijftich duysent guldens, ende daer boven.

XXVIII. De Bewinthebbers sullen vande uyt-reyse ende vande retouren, mitsgaders vande prinsen voor provisie genieten een ten hondert, ende van Gout ende Silver maer een half ten hondert. Welcke provisie sal verdeelt worden voor de Kamer van Amsterdam vier negende deelen: De Kamer van Zeelant twee negende deelen: vande Maze een negende deel: van 't Noorder-quartier een negende deel: ende van Vrieslant, mitsgaders Stadt ende Landen gelijcke negende deel.

XXIX. Welverstaende dat sy-luyden van het Geschut, ende de waerde vande Schepen niet meer als eens provisie sullen ghenieten. Sullen voorts geenige provisie ghenieten van Schepen, Geschut ende anders, waer mede wy dese Compagnie sullen verstercken: nochte oock vande Penningen die sy voor dese Compagnie sullen lichten, nochte van dat sy de Waren beneficieren. Gelijck sy tot laste vande Compagnie niet en sullen mogen brengen eenige Vacatie, Reys ofte Teer-kosten vande geenige die sy sullen mogen committeren, om de uytreedinge te vorderen, ende de Waren daer toe noodich te koopen.

mit this business to the Chamber in whose district the vessels arrived.

XXVI. If any Chamber shall have obtained any goods or returns from the places included within the limits of this charter with which another is not provided, it shall be required to send such goods on request to the Chamber which is unprovided, according to the situation of the case; and when they have sold out to send more. And in like manner, if the managers of the respective Chambers have need of any persons for crews or other purposes, from the cities where there are Chambers or directors, they shall request and employ [the aid of] the directors of this Company therefor and not make use of any factors.

XXVII. And if any of the provinces think fit to appoint an agent to collect the money from their inhabitants, deposit the amount in bulk in any Chamber, and receive the payment of dividends, the Chamber shall be required to give such agent access, that he may obtain information of the state of the disbursements and receipts, and of the debts and assets; provided that the money brought in by such agent shall amount to fifty thousand guilders or upwards.

XXVIII. The directors shall have for commissions one per cent on the outfits and returns, and also on the prizes, and a half per cent on gold and silver; which commissions shall be divided — to the Chamber of Amsterdam, four ninths; the Chamber of Zealand, two ninths; the *Maze,* one ninth; the *Noorder-quartier,* one ninth; and Friesland with *Stadt ende Landen,* a like ninth.

XXIX. Provided that they shall not receive commissions on the ordinance and value of the ships more than once. They shall, moreover, have no commission on the ships, ordnance and other things with which we shall strengthen the Company, nor on the money which they shall collect for the Company, nor on the profits they receive from the goods; nor shall they charge the Company with any salaries, expenses of traveling or board of those to whom they shall commit the fitting out and purchasing of goods necessary therefor.

XXX. De Boeck-houders ende Cassiers sullen gesalariseert werden tot laste vande Bewint-hebbers, uyt hare provisie.

XXXI. De Bewint-hebberen sullen geene Schepen, Waren ofte Goederen haer in 't gheheel ofte deel toekomende, aen dese Compagnie mogen leveren ofte verkoopen: nochte vande selve Compagnie eenige Koopmanschappen ofte Waren koopen ofte doen koopen, directelijck ofte indirectelijck, noch portie ofte ghedeelte daer inne hebben, op de verbeurte van een Jaer harer provisie, die contrarie desen bevonden wert gedaen te hebben, ten profijte vanden Armen, ende van haer Bewinthebberschap verlaten te worden.

XXXII. De Bewint-hebberen sullen ghehouden wesen by affixie van Billietten, te notificeren, soo dickwils sy eenige Waren ende Koopmanschappen van nieuws sullen hebben ontfangen, ten eynde een yder daer van tijdelick kennisse mach hebben, al eer tot eyndelijcke verkoopinge sal worden gheprocedeert.

XXXIII. Ende of 't ghebeurde dat onder d'een of d'ander Kamer yemandt vande Bewinthebbers in sulcken Staet gheraeckten, dat hy niet en konde voldoen 't geene hem sijner administratie aengaende, vertrouwt ware, ende daer door eenige schade mochte komen, sal wesen tot laste vande Penningen die alsulcke Bewinthebberen hebben in Compagnie, de welcke oock voor haer administratie specialijcken zijn verbonden, 't welck oock plaetse sal hebben ten respecte van alle de Participanten, die uyt saecke van koop van goederen, ofte andersints Debiteurs vande Compagnie souden mogen wesen, ende sal gereeckent worden in allen schijne, of haer ingeleyde Penningen tegens 't geen sy de Compagnie schuldich zijn, van aenbeginne waer ghecompenseert, ende by recontre gedoodet.

XXXIV. De Bewinthebbers vande respective Kamers, sullen responderen voor hare Cassiers ende Boeckhouders.

XXXV. Dat alle de Waren van dese Compagnie, die by den gewichte verhandelt sullen worden, verkocht sullen worden op eenderley ghewichte, te weten, op de swaerte van 't ghewichte van Amsterdam, ende dat men alsulcke Waren sal mogen overslaen binnen Scheeps-boort ofte inde Pack-huysen, sonder daer van eenigen Accijs, Impost ofte Waegh-gelt te betalen, mits dat de selve verkocht zijnde, niet anders sullen mogen worden ghelevert dan ter Wage, ende midts betalende den Impost ende Waegh-gelt, soo dickwils als sy worden ghealieneert ghelijck andere goederen, die Wage subject zijnde.

XXXVI. Dat men de Persoonen ofte Goederen der Bewinthebbers niet en sal mogen arresteren, besetten ofte becommeren, om

XXX. The bookkeepers and cashiers shall have a salary paid them by the directors out of their commissions.

XXXI. The directors shall not deliver or sell to the Company any ships, merchandise, or goods belonging to themselves in whole or in part, nor buy or cause to be bought of the said Company, directly or indirectly, any goods or merchandise, nor have any portion or part therein, on forfeiture by those who shall be found to have acted to the contrary of one year's commissions for the use of the poor and on pain of being deposed from their directorship.

XXXII. The directors shall be obliged to give notice, by posting of bills, as often as they have a fresh importation of goods and merchandise, to the end that every one may have seasonable knowledge of it before they proceed to a final sale.

XXXIII. And if it should happen that in one Chamber or another any of the directors should get into such a situation that he could not make good what was intrusted to him for his administration and in consequence thereof any loss should occur, said loss shall be charged against the money which such directors have in the Company, which [investment] is also especially pledged for their administration; the same shall also be the case as to all the participants who, on account of goods purchased or otherwise, shall become debtors to the Company, and to all intents it shall be reckoned as if the money which they put in had from the beginning been counterbalanced and wiped out by what they owe the Company.

XXXIV. The directors of the respective Chambers shall be responsible for their cashiers and bookkeepers.

XXXV. That all the goods of this Company which shall be disposed of by weight shall be sold by one standard of weight, to wit, that of the weight of Amsterdam; and that all such goods may be sold on board ship, or in store, without paying any excise, impost or weigh money; provided that, once being sold, they shall not be delivered in any other way than at the Weigh-house and that the impost and weigh money shall be paid as often as they are alienated in the same manner as other goods subject to weigh money.

XXXVI. That the persons or goods of the directors shall not be arrested, attached or encumbered in order to obtain from them an

van hen te hebben Reeckeninge van administratie vande Compagnie, noch oock om de betalinge vande gagien, ofte loon vande geene die sy in dienste vande Compagnie ghebruyckt hebben: Maer de geene die sulcks yet op henluyden sal willen pretenderen, sullen ghehouden zijn de selve te betrecken voor heur ordinaris Rechters.

XXXVII. Soo wanneer eenige Schepen vande reyse sullen weder keeren, sullen de Generaels oft Commandeurs over de Vlooten, Schip ofte Schepen ghehouden zijn binnen thien dagen naer haere aenkomste, aen ons te komen doen rapport van 't succes van hare reyse, ende daer van schriftelijck rapport over geven ende leveren, indien de sake sulex vereyscht.

XXXVIII. Ende of 't ghebeurde (dat Wy geensints en verwachten) dat yemant de Scheep-vaert, Negotie, Handelinge ofte Traffijcque van dese Compagnie, contrarie het algemeene Recht, ofte oock jegens 't inhouden vande voorschreve Tractaten, Verbonden ende Entre-courssen in eeniger manieren wilde beschadigen ofte hinderlijck wesen, sullen hun daer tegens mogen defenderen, ende reguleren in conformiteyt vande instructie by ons daer van te geven.

XXXIX. Hebben voorts belooft ende belooven mits desen, dat wy dese Compagnie tegens eenen yegelick sullen mainteneren ende defenderen inde vrye Zee-vaert ende Trafficque, ende ten dien fine de selve te hulpe komen met een somme van thien hondert duysent guldens, te betalen in vijf Jaren, daer van de eerste twee hondert duysent guldens sullen worden gefurneert, soo haest den eersten termijn by de Participanten sal wesen op ghebracht: Welverstaende dat wy mette helft vande voorschreve thien hondert duysent guldens, sullen ghenieten ende dragen winste ende risico, gelijck alle andere Participanten in dese Compagnie genieten ende dragen sullen.

XL. Ende in gevalle door een machtich ende geduerich belet inde voorschreve Zee-vaert ende Trafficque, de saecken in de Limiten van dese Compagnie wierden gebracht tot een openbaer Oorloch, Soo sullen wy de selve Compagnie, so veel 's Lants gelegentheyt sulex eenichsints soude toe laten, tot hare assistentie gheven sesthien Schepen van Oorloge, het minste groot hondert vijftich Lasten, met vier goede welbeseylde Jachten, het minste groot veertich Lasten, zijnde behoorlijck ghemonteert ende voorsien van alles: oock van Metalen ende ander Geschut, ende behoorlijcke quantiteyt van Ammunitie, midtsgaders van dubbelt loopende ende

account of the administration of the Company nor for the payment of the salaries or wages of those whom they have employed in the service of the Company; but those who wish to make any such demands upon them must bring the matter before the ordinary judges.

XXXVII. Whenever any ship shall return from a voyage, the admirals or commanders of the fleets, ship or ships shall be obliged to come and report to us the success of the voyage within ten days after their arrival and shall make out and deliver a report in writing, if the case requires it.

XXXVIII. And if it should happen (which we by no means expect) that any one ventured to injure or hinder in any way the navigation, commerce, trade or traffic of this Company, contrary to the common law or to the contents of the aforesaid treaties, leagues and covenants, they shall have the right to protect themselves against such actions and shall govern themselves according to the instructions to be issued by us concerning them.

XXXIX. We have, moreover, promised, and do promise, that we will maintain and defend this Company against every person in [their rights of] free navigation and trade, and to that end will assist them with a sum of ten hundred thousand guilders, to be paid in five years, whereof the first two hundred thousand guilders shall be paid them when the first payment shall be made by the participants; provided, that we, with half the aforesaid ten hundred thousand guilders, shall receive and bear profit and risk in the same manner as the other participants of this Company.

XL. And if by a powerful and continued obstruction of the aforesaid navigation and trade, the affairs within the limits of this Company should be brought to a state of open war, we will, if the situation of this country will in any wise admit of it, give them for their assistance sixteen ships of war, the smallest one of one hundred and fifty lasts burden, with four good, well-sailing yachts, the smallest of forty lasts burden, which shall be properly mounted and provided in all respects, both with brass[61] and other cannon, and a proper quantity of ammunition, together with double suits of running and

[61] *Metalen;* literally, metal, as distinguished from iron cannon. See De Jonge, *Geschiedenis van het Nederlandsche Zeewezen*, ed. 2, p. 281; de Laet, *Historie ofte Iaerlijck Verhael*, apx. p. 3–9.

staende Want, Zeylagie, Touwen, Anckers ende andere toe-behoorten, sulcks die op alsulcke groote Expeditie behooren versien ende gebruyckt te worden: Behoudens dat die voorts sullen worden ghemant, ghevictuailleert ende onderhouden tot koste vande Compagnie: Ende dat de Compagnie ghehouden sal zijn daer by te voegen ghelijcke sesthien Schepen van Oorloge, met vier Jachten, mede gemonteert ende voorsien als voören, om gelijckelijck tot defensie vande Trafficque, ende alle Exploicten van Oorloge gebruyckt te werden: Midts dat alle de Schepen van Oorloge, ende de Koopvaerdye-Schepen (die mede sulcks sullen worden toegerust ende gemant als 't behoort) sullen staen onder een Admirael, by ons daer over te stellen, naer voorgaende advijs vande voorsz Generale Vergaderinge: Ende sullen volgen onse Commandementen, midtsgaders de Resolutien vande Compagnie, om des noot zijnde, gelijckelijck ten Oorloge gebruyckt te werden: sulcx nochtans dat de Koopvaerders buyten noot hare ladinge niet en sullen hasarderen.

XLI. Ende in gevalle soude mogen ghebeuren, dat de Landen in hare Lasten merckelijck souden mogen worden verlicht, ende dat dese Compagnie in sware lasten van Oorloge soude komen te vervallen: Soo hebben wy belooft ende belooven midts desen, de voorschreve subsidie sulcks te vermeerderen als den Staet vande Landen sal mogen lijden, ende die saecken vande Compagnie sullen komen te vereysschen.

XLII. Hebben voorts geordonneert, Dat in gevalle van Oorloge, alle Prinsen die op die Vyanden, ofte oock op die Zee-roovers binnen de voorschreve Limiten, by de Compagnie, of by den geenen die den selven t'hare assistentie sullen worden by-gevoecht, soude mogen werden verovert: Oock de goederen, die uyt krachte van onse Placaten sullen worden aengehaelt, na aftreckinge van alle nootelicke kosten, als oock vande schade die de Compagnie in 't veroveren van elcke Prinse soude mogen hebben geleden: mitsgaders de gherechtigheyt van Sijn Excellentie als Admirael, in conformité van onse Resolutie, dient halven op den eersten April Sesthien-hondert ende twee ghenomen: ende het thiende-part vande Officiers, Boots-volck ende Soldaten, die de Prinsen gedaen sullen hebben, sullen blijven ter dispositie vande Bewinthebbers vande voorschreve Compagnie: Mits dat daer van gehouden sal worden Reeckeninge apart, ende verscheyden vande Reeckeninge vande Negotien ende Commercien: Ende dat het provenu vande selve Prinsen sal worden geemployeert totte equipagie vande Schepen, ende betalinge van het Volck van Oorloge, Fortificatien, Besettin-

standing rigging, sails, cables, anchors and other things thereto belonging, such as are proper to be provided and used in all great expeditions; upon condition that they shall be manned, victualed and supported at the expense of the Company and that the Company shall be obliged to add thereto sixteen like ships of war and four yachts, mounted and provided as above, to be used in like manner for the defense of trade and all exploits of war; provided that all the ships of war and merchantmen (which likewise shall be provided and manned as is fitting) shall be under an admiral appointed by us after previous advice of the aforesaid general Assembly and shall obey our commands, together with the resolutions of the Company, and if need be, shall be used together for purposes of war, in such manner, however, that the merchantmen shall not unnecessarily hazard their lading.

XLI. And if it should happen that the country should be greatly eased of its burdens and that this Company should be put to the heavy charges of war, we have further promised, and do promise, to increase the aforesaid subsidy in such manner as the situation of this country will permit and the affairs of the Company shall require.

XLII. We have moreover ordained that in case of war all the prizes which may be taken from enemies and pirates within the aforesaid limits by the Company or those who have been sent to its assistance; also the goods which shall be seized by virtue of our proclamations — after deducting all necessary expenses and the damage which the Company may have suffered in taking each prize, together with the dues of His Excellency as admiral in chief agreeable to our resolution to that effect adopted on the first of April, sixteen hundred and two, and the tenth part for the officers, sailors and soldiers who have taken the prize — shall remain at the disposal of the directors of the aforesaid Company; provided that the account of them shall be kept separate and distinct from the account of trade and commerce, that the net proceeds of the said prizes shall be employed in fitting out ships, paying the troops, fortifications, garri-

gen ende diergelijcke saecken van Oorloge ende defensie te Water ende te Lande dependerende, sonder dat men daer van sal doen eenige distributie, ten ware dat het selfde provenu soo groot werde bevonden, dat men sonder swackinge vande selve defensie, ende nae dat d'onkosten vande Oorloge soude zijn betaelt, eenige merckelijcke parthye soude mogen uyt deelen, de welcke geschieden sal apart ende ghescheyden vande distributien vande Commercien. Ende sal de verdeylinge gedaen worden, een thiende-deel voor de gemeene saecke vande Vereenichde Nederlanden, ende de reste onder de Participanten van dese Compagnie, elcke ponts gelijcke, naer rate van sijn ingeleyt Capitael.

XLIII. Behoudelick nochtans, dat alle de Prinsen ende goederen, uyt krachte vande Placaten aengehaelt, in-ghebracht ende te Rechte gestelt sullen moeten worden, ter judicature vande Rade ter Admiraliteyt vande Quartieren daer die in ghebracht sullen zijn, om by de selve kennisse genomen, ende ghesententieert te worden op de deuchdelijckheyt ofte ondeuchdelijckheyt vande selve Prinsen: Blijvende niet te min hangende den Processe d'admistratie vande inghebrachte Goederen by de Compagnie, ende dat onder behoorlijcken Inventaris, ende behoudens de Revisie vande geenen die by Sententie vande Admiraliteyt ghegraveert soude mogen zijn, in conformiteyt vande Instructie aen die vande Admiraliteyt gegeven: Welverstaende, dat de Vendu-Meesters ende andere Officiers vande Admiraliteyten, geen Recht sullen genieten ofte mogen pretenderen vande Prinsen die by dese Compagnie sullen worden ghebeneficieert, ende daer in sy niet en zijn geemployeert.

XLIV. De Bewinthebbers van dese Compagnie sullen solemnelijck belooven ende sweeren, dat sy hun in hare administratie wel ende ghetrouwelijck sullen dragen, goede ende deuchdelijcke Reeckeninghe doen van hare handelinge: Dat sy in alles sullen bevoorderen 't meeste profijt vande Compagnie, ende der selver schade beschutten, soo veel mogelijck sal zijn: Dat sy den meesten vande Participanten, in 't opbrengen ende uytdeylinge vande Penningen, niet meer voordeel en sullen doen als den minsten: Dat sy in 't innen ende ontfangen vande uytstaende schulden, den eenen niet meer als den anderen sullen verschoonen: Dat sy voor haer eygen Reeckeninge participeren, ende gheduyrende haer Bewinthebberschap sullen blijven participeren, alsulcke somme van Penningen als by desen Octroye zijn geordonneert: Midtsgaders dat sy alle ende een yeder vande poincten ende Articulen in desen vermelt, voor soo veel haer aengaet, sullen nae komen ende onder-

sons and like matters of war and defense, by sea and land, and that there shall be no distribution unless the said proceeds shall amount to so much that a notable share may be distributed without weakening the said defense and after paying the expenses of the war, which distribution shall be made separately and apart from that on account of trade; and the distribution shall be made, one tenth part for the use of the United Netherlands and the remainder for the participants of this Company, in exact proportion to their invested capital.

XLIII. Provided, however, that all the prizes and goods taken by virtue of our proclamations shall be brought and tried before the council of the admiralty of the district to which they are brought, that it may take cognizance of them and determine the legality or illegality of the said prizes, the administration of the goods brought in remaining, nevertheless, with the Company, pending the process, and that under a proper inventory, and saving to those who might be injured by the sentence of the admiralty the right of appeal, agreeable to the instructions given the admiralty; provided that the vendue masters and other officers of the admiralty shall neither receive nor claim any fees from prizes which shall be sold for the benefit of this Company and in [connection with] which they are not employed.

XLIV. The directors of this Company shall solemnly promise and swear that they will act well and faithfully in their administration and render good and just accounts of their transactions; that they will in all things consult the greatest profit of the Company and, as much as possible, prevent its meeting with losses; that they will not give the greatest participant any greater advantage in the payments or distribution of money than the least; that, in collecting and receiving outstanding debts, they will not excuse one more than another; that they, for their own account, will invest, and during the continuance of their administration will continue the investment of all such sums of money as by this charter are stipulated; and moreover, that they will, as far as concerns them, to the utmost

houden, doen nae komen ende onderhouden naer haer uyterste vermogen.

XLV. Alle welcke Privilegien, Vryheden ende Exemptien, mitsgaders de assistentie hier vooren verhaelt, in alle hare voorsz Poincten ende Articulen, wy de voorsz Compagnie met goede kennisse van saecken hebben ghegunt, verleent, belooft ende toegeseyt: Gunnen, verleenen ende toeseggen hen'mits desen: Beloovende henluyden de selve te doen, ende laten genieten rustelijck ende vredelijck. Ordonneren oock dat de selve sullen worden onderhouden ende achtervolcht by alle Overicheden, Officieren ende Ondersaten van dese Vereenichde Nederlanden, sonder daer jegens te doen directelick of indirectelick, soo weynich binnen, als buyten de selve Vereenichde Nederlanden, op peyne van daer over als Beletters van 't ghemeen welvaren der selver Landen, ende Overtreders van onse Ordonnantie gestraft te worden aen Lijf ende Goet. Beloovende daer en boven, dat wy de Compagnie, in 't innehouden van desen onsen Octroye, sullen mainteneren ende staende houden, by alle Tractaten van Payse, Alliancien ende Enter-coursen met de nae-gebuyre Princen, Rijcken ende Landen, sonder yet ghedaen ofte gehandelt te worden dat tot verminderinge van desen soude mogen strecken. Ontbieden daerom ende bevelen wel expresselijck alle Gouverneurs, Justicieren, Officieren, Magistraten ende Inwoonders der voorschreve Vereenichde Nederlanden, dat sy de voorschreve Compagnie ende Bewinthebbers van dien, rustelijck ende vredelijck laten ghebruycken het volkomen effect van desen Octroye, Consent ende Privilegie: Cesserende alle contradictien ende empeschementen ter contrarien. Ende op dat niemant hier van ignorantie en pretendere, Soo hebben wy belast, dat het sommier inhouden van desen Octroye by publicatie ofte affixie van Biljetten sal worden genotificeert, daer, ende soo het behooren sal: Want wy 't selve ten dienste vanden Lande bevonden hebben te behooren. Gegeven onder onsen grooten Zegel, Paraphure ende de Signature van onsen Griffier, in 's Graven-Hage, op den derden dach der Maent van Junio, in 't Jaer sesthien-hondert een-ende-twintich. Was gheparapheert, *I. Magnus*,^vt. Onderstondt, Ter Ordonnantie vande Hoochghemelte Heeren Staten Generael. Onderteeckent, *C. Aerssen*. Hebbende een uythangende Zegel van rooden Wassche aen een koorde van witte zijde.

of their power, observe and keep all and every the particulars and articles herein contained.

XLV. All of which privileges, freedoms and exemptions, together with the assistance above mentioned, in all their points and articles, we have granted, allowed, promised and pledged to the aforesaid Company, and do hereby grant, allow and pledge with full knowledge of the matter, promising to allow them to enjoy the same quietly and peaceably. We likewise order that the same shall be kept and observed by all magistrates, officers and subjects of these United Netherlands and that they shall not do anything contrary to the same directly or indirectly, either within or without the said United Netherlands, upon pain of being punished therefor both in person and property as disturbers of the common welfare of this country and transgressors of our ordinance. We further promise that we will maintain and uphold the Company in the contents of this our charter, by all treaties of peace, alliances and covenants with the neighboring princes, kingdoms and countries, without suffering anything to be done or transacted that might tend to diminish its value. Wherefore we expressly charge and command all governors, justiciaries, officers, magistrates and inhabitants of these United Netherlands to permit and suffer the Company and its directors to enjoy quietly and peaceably all the benefits of this charter, license and privilege, ceasing all opposition and obstruction to it. And in order that none may pretend ignorance of this, we have ordered a summary of the contents of this charter to be publicly proclaimed and placarded wherever necessary, for we have found this to be for the best interests of the country. Given under our great seal, paraph and the signature of our secretary, at the Hague, on the third day of the month of June, in the year sixteen hundred and twenty-one. Was paraphed, *I. Magnus*,[vt.] Underneath was written: By order of the aforesaid Honorable Lords the States General. Subscribed, *C: Aerssen*. Having a seal pendent of red wax, on a cord of white silk.

Amplification of the charter of the West India Company[1]

June 10, 1622

Original text

Ampliatie van 't Octroy: Waer inne 'de Zout-vaert op *Puncto del Rey* buyten de Compagnie verboden wert: Mede den tijdt van inleggen geprolongeert, &c. In date den 10 Iunij 1622.

De Staten Generael der Vereenichde Nederlanden, Allen den geenen die dese jegenwoordige sullen sien ofte hooren lesen, Saluyt. DOEN TE WETEN, Alsoo hier bevoorens seecker Ampliatie van 't Octroy aen de West-Indische Compagnie verleent, tot meerder voortsettinge ende bevorderinge vande selve, by ons uyt gegeven ende in forme van Placaet over al is gepubliceert, luydende van woorde tot woorde als volcht:

De Staten Generael der Vereenichde Nederlanden, Allen den geenen die desen sullen sien ofte hooren lesen, Saluyt. Alsoo wy naer rijpe deliberatie van Raede, tot welstant deser Provintien, ende welvaren vande goede Ingesetenen van dien, hebben doen besluyten een Compagnie van Negotie ende Trafficque, alhier in dese Nederlanden, op de West-Indien, Africa, ende andere Plaetsen in onsen voorgaenden Placate vanden negenden Junij inden Jare sesthien-hondert een en twintich gedesigneert, met verbodt, dat geene Ingeboornen ofte Ingesetenen deser Landen, binnen den tijt van vier-en-twintich Jaren, naer den eersten Julij doen eerstkomende, en souden vermogen te varen ofte Negotieren binnen de selve Limiten, uytghesondert alleen die by den Octroye aende voorsz Compagnie verleent zijn, toe-gelaten om Sout te mogen varen op Punto del Rey, op het Reglement by ons daer op ghemaeckt, ofte noch te maecken: Ende dat Wy de saecke naerder over ghemerckt, voor der Landen dienst, ende tot vorderinge vande voorsz geoctroyeerde Compagnie, dienstich ende noodich ghevonden, hebben de voorsz Soutvaert op Punto del Rey, inde selve Compagnie mede te incorporeren. SOO IST, dat Wy, blijvende ons voorgaende Placaet vanden negenden Junij in sijn geheel, mede geinterdiceert ende verboden hebben, interdiceren ende verbieden

[1] Printed with other documents in pamphlet form in 1623, 1624, 1629 and 1642 (Asher, no. 55–61); also in part in de Laet, *Historie ofte Iaerlijck Verhael*, introd. p. [17], and by way of recital in the confirmation of Feb. 16, 1623, in *Groot Placaet Boeck*, vol. 1, col. 570–82, which text has been used for the present copy. An imperfect translation of the part printed in de Laet is found in Hazard, *Historical Collections of State Papers*, 1:149–50.

Amplification of the Charter of the West India Company

June 10, 1622

Translation

Amplification of the charter: wherein the salt trade to *Puncto del Rey* is forbidden except to the Company; also the time of subscription extended, &c. Dated June 10, 1622.

The States General of the United Netherlands, to all those who shall see these presents or hear them read, greeting. Be it known, that whereas heretofore a certain amplification of the charter granted to the West India Company, for the further promotion and benefit of the same, has been published by us and brought to public notice everywhere by means of placards, reading word for word as follows:

The States General of the United Netherlands to all who shall see these presents or hear them read, greeting. Whereas we have after mature deliberation of council, for the benefit of these provinces and the welfare of the good inhabitants thereof, caused a company to be formed here in these Netherlands for commerce and trade to the West-Indies, Africa and other places mentioned in our former proclamation of the ninth of June, in the year sixteen hundred and twenty-one, with a prohibition that none of the natives or inhabitants of this country for the term of twenty-four years from the first of July next following should sail or trade within the said limits, except only those who under the charter granted to the aforesaid Company are permitted to carry on the salt trade to *Punto del Rey* under the regulations therefor adopted or to be adopted by us: whereas upon reconsidering that matter, we find that it is useful and necessary for the service of this country and for promoting the aforesaid chartered Company to vest the aforesaid salt trade to *Punto del Rey* also in the said Company: Therefore we (our former proclamation of the ninth of June remaining in full force) have also interdicted and forbidden, and by these presents do interdict and forbid, the natives and inhabitants

by desen, dat geene Ingheboornen ofte Inghesetenen deser Landen, binnen den tijt vande voorsz vier-en-twintich Jaren, uyt dese Nederlanden, nochte de voorsz Ingeboornen ofte Ingesetenen, oock uyt eenige andere Rijcken ofte Landen, directelick ofte indirectelick en sullen vermogen te varen op de voorsz Sout-vaert van Punto del Rey, anders als uyt den Name ende van wegen dese Compagnie, willende ende ordonnerende, dat alle andere Ingeboornen ende Ingesetenen, die ter contrarie hen vervorderen sullen te doen, ofte bevonden sullen konnen werden gedaen te hebben, verbeuren sullen Schip ende Goederen, die datelijck aen getast, ende ten behoeve vande voornoemde Compagnie verbeurt ghehouden sullen werden. Ende indien soodanige Schepen ende Goederen souden mogen werden daer naer verkocht, ofte in andere Landen ofte Havenen gebracht, Hebben wy geordonneert ende ghestatueert, ordonneren ende statueren by desen, dat de Reeders ende Participanten van dien, in dese Landen woonende, ofte hier ghegoet wesende, voor de waerde van dien sullen wesen convenibel, ende gheexecuteert mogen werden. Wy hebben mede goet gevonden den tijdt om in dese Compagnie te mogen komen, te prolongeren, gelijck wy doen by desen voor den Ingesetenen deser Landen, tot den lesten Julij toekomende, nieuwen stijl incluys: Ende voor den Uytheemschen tot den laetsten Septembris, mede nieuwen stijle daer aen volgende, ende oock inclusive. Ende en sal naer dien tijdt niemant meer tot eenige teeckeninge ofte inlatinge inde Compagnie werden gheadmitteert, ten eynde alle de geene die inde voorsz Compagnie noch sullen willen komen, binnen den selven tijdt als noch, onder eenige vande Directeurs daer toe gestelt, mogen teyckenen ofte doen teyckenen voor sulcken somme van penningen als haer goet duncken sal inde selve te herideren: Willende mede dat de eerste ses Weecken gheexpireert zijnde, uyt de bequaemste, ervarenste, ende meest ingeleythebbende Participanten, datelijck gheëligheert, gemaeckt ende gestelt sullen werden de Bewinthebberen vande voornoemde Compagnie, in conformiteyt vanden Octroye, ende dat de selve als dan promptelijck sullen procederen tot d'equipagie, om de gheoctroyeerde Navigatie ende Handelinge datelijck by der handt te nemen, ende in 't werck te stellen. Ende want wy willen dat alle 't gunt voorsz is, vast ende bondich blijve, ende also onderhouden werde in Recht ende daer buyten, Hebben wy versocht de Staten ende Stadthouderen der respective Provincien van Gelderlant ende Zutphen, Hollant ende West-Vrieslant, Zeelandt, Utrecht, Vrieslant, Over-Yssel, ende van Groeningen ende Ommelanden: Midtsgaders der selver Gecommitteerde Raden, ofte Gedeputeerde Staten, gelijck oock den

of this country, during the term of the aforesaid twenty-four years, to sail out of these Netherlands, as also out of any other kingdom or country, directly or indirectly, in the said salt trade to *Punto del Rey*, except in the name and on behalf of this Company; willing and ordaining that all other natives and inhabitants who shall venture to do, or shall be found to have done anything to the contrary hereof, shall forfeit ship and goods which shall be immediately seized and confiscated for the benefit of the aforesaid Company. And if such ship and goods should thereafter be sold or brought into other countries or ports, we have ordained and decreed, and do hereby ordain and decree, that the owners and participants thereof, living in this country or owning property here, shall be liable for the value thereof and that execution may issue against them. We have also deemed fit, as we hereby deem fit, to extend the time of entering this Company for the inhabitants of this country till the last of July next, new style, inclusive, and for foreigners till the last of September, also new style, next ensuing, and also inclusive. And after that date no one shall be admitted or allowed to make any subscription to this Company, so that all those who still wish to be admitted to this Company may within the time aforesaid subscribe or cause subscription to be made before some of the directors thereto appointed for such sums of money as they shall see fit to invest in the same. We further desire that immediately after the expiration of the first six weeks, from the most able and experienced participants who have made the largest investments shall be elected and appointed the directors of the aforesaid Company, in accordance with the charter, and that the same shall thereupon promptly proceed to the equipment of vessels in order to begin at once the granted navigation and trade.

And desiring that what is above written shall be observed and maintained, in law and without, we have requested the States and Stadtholders of the respective provinces of Gelderland and Zutphen, Holland and West-Friesland, Zealand, Utrecht, Friesland, Over-Yssel, and of Groningen and Ommelanden, together with the Deputy Councils or States of the same, and the Chancelor, Presi-

Cancelaer, Presidenten ende die vande Justicie vande voorsz Landen: Ende voorts belast ende geordonneert, gelijck Wy belasten ende ordonneren mits desen alle Collegien vande Admiraliteyten, alle Admiralen, Oversten, Colonnellen, Ritmeesters ende Capiteynen, te Water ende te Lande: Mitsgaders alle Justicieren ende Officieren, dit aldus te houden ende doen houden, ende in 't Sententieren heur daer naer te reguleren, sonder eenige indrachte ter contrarien. Ende op dat niemant hier van eenige ignorantie en pretendere, Versoecken ende ontbieden Wy alle Overheyden, Magistraten, Officiers ende Justicieren binnen dese Vereenichde Nederlanden, die het eenichsints aengaen mach, dat sy desen alomme doen verkondigen, uytroepen ende publiceren, daer men ghewoon is uytroepinge ende publicatie te doen: Want wy 't selve voor den dienst vande Landen ende de goede Ingesetenen van dien bevonden hebben te behooren. Aldus ghedaen en gearresteert ter Vergaderinge vande Heeren Staten Generael, in 's Graven-Hage, desen thienden Junij in 't Jaer ons Heeren duysent ses hondert twee-en-twintich. Was gheparapheert, *N. vander Meer*,^vt. Onder stont, Ter Ordonnantie vande Hooch-ghemelte Heeren Staten Generael. Geteeckent, *C. Aerssen*.

Ende dat de voorsz Compagnie deur eenige heure Gecommitteerden naeder hant klaerlijck hebben gheremonstreert ende vertoont, hoe die meeste ende grootste teyckeninge daer op principalijck is gevolget, in voegen dat men sonder 't selve geensints tot suffisante Capitalen soude hebben konnen geraecken, overmits het meerendeel der Participanten een fundamentale Staet van voorseecker gewin grootelijcks daer op gemaekt, Ons over sulcks versoeckende, wy haer de boven-gheschreven Ampliatie tot haren contentemente ende meerder ghewisheyt, oock amputatie van alle disputen ende contrabanden met onsen grooten Zegel gheconfirmeert ende bevestiget, grootgunstich wilden met deelen ende toekomen laten. SOO IST, day wy ons in alles genegen vindende, omme de voorschreve West-Indische Compagnie gunstelijck te favoriseren, nae rijpe deliberatie, met volle kennisse van saecke gheaccordeert hebben, ende accorderen mits desen, dat de bovengenoemde Ampliatie ten fine voorsz met onsen grooten Zegel gheconfirmeert ende bevesticht werde. Aldus gedaen in onse Vergaderinge onder onsen grooten Zegele, Paraphure, ende de Signature van onsen Griffier, in's Graven-Hage opten sesthienden Februarij 1623. Was geparapheert, *I. Magnus*,^vt. Opte Plijcque stondt, Ter Ordonnantie vande hooch-gemelte Heeren Staten Generael. Geteeckent, *C. Aerssen*.

dents and officers of justice of the said provinces, and have further charged and commanded as we hereby do charge and command all boards of admiralty, all admirals, commanders, colonels, captains of horse and foot, on water and on land, together with all officers of justice, to observe the same and to cause the same to be observed and in rendering sentence to govern themselves accordingly, without suffering any violation whatsoever. And in order that no one may pretend ignorance hereof, we request and summon all authorities, magistrates and officers of justice within these United Netherlands, whom it may in any wise concern, to have this amplification proclaimed, promulgated and made public wherever it is customary to have such proclamation and promulgation made; for we deem this fit for the service of this country and its good inhabitants. Thus done and passed at the meeting of the Lords States General, at the Hague, this tenth of June in the year of our Lord one thousand six hundred and twenty-two. Was paraphed, *N. vander Meer*,[vt.] Underneath was written: By order of the aforesaid honorable Lords the States General. Signed, *C. Aerssen.*

And whereas the aforesaid Company through some of their deputies have later remonstrated and clearly shown that the majority and the largest of the subscriptions were thereupon made and that without this amplification no sufficient capital could have been brought together, inasmuch as the majority of the participants largely counted on this as essential for assured profit, and therefore request us that, for their satisfaction and further security, and also to prevent all disputes and contraband trading, we do them the favor to grant them this amplification confirmed and ratified under our great seal; Therefore, being in every way willing to favor the aforesaid West India Company, we have after mature deliberation and with full knowledge of circumstances granted, and hereby do grant, that the aforesaid amplification, for the purpose aforesaid, be confirmed and ratified under our great seal. Thus done in our meeting under our great seal, paraph and signature of our secretary, at the Hague, on the sixteenth of February 1623. Was paraphed, *I. Magnus*,[vt.] On the fold was written: By order of the aforesaid honorable Lords the States General. Signed, *C. Aerssen.*

Amplification of the charter of the West India Company[2]

February 13, 1623

Original text

Ampliatie van't Octroy, In date den derthienden Februarij sestien-hondert drie-en-twintich.

De Staten Generael der Vereenichde Nederlanden, Allen den geenen die dese jegenwoordige sullen sien ofte hooren lesen, Saluyt. DOEN TE WETEN, dat wy op den vier-en-twintichsten Martij, Anno sestien-hondert twee-ende-twintich voorleden, in onse Vergaderinge gehoort hebbende, 't geene van wegen de Heeren Staten van Hollant ende West-Vrieslandt, door seeckere extraordinaris Gedeputeerden voor gedragen is, dat omme te beter te vorderen de West-Indische Compagnie, de Sout-vaert op de Puncto del Rey, gelegen binnen de Limiten van 't Octroy vande selve Compagnie, ende te vooren daer van geexcipieert, in 't voornoende Octroy nootsaeckelijck diende ende mochte werden begrepen, ende alle andere Sout-vaerten, buyten de Limiten van 't Octroy gelegen, vry ende daer buyten ghelaten. Dat mede de Hooft-Participanten vande voorschreve Compagnie, mogen hebben de nominatie van tripel ghetal, daer uyt de Bewinthebbers verkoren sullen moeten werden: Mitsgaders oock dat de Steden, daer gheen Kameren en zijn, inleggende uyt heure Gemeenten op eenen Naem hondert duysent gulden ofte meer, op nominatie als vooren, een Bewinthebber op elcke hondert duysent gulden souden mogen stellen in sulcke Kamer, daer sy goet vinden sullen heure Penningen te brengen. Versoeckende dat Wy 't voorschreve Octroy vande voornoemde West-Indische Compagnie mette voorschreve Poincten wilden amplieren, opdat de Compagnie mochte werden geslooten, op 't welcke by ons dier tijt wel ende rijpelick gedelibereert wesende: Wy verklaert ende gheconsenteert hebben, Dat de voornoemde Sout-vaert op de Puncto del Rey begrepen sal werden, gelijck wy de selve deden begrijpen in 't voorschreve Octroy vande West-Indische Compagnie, op de ordre ende interdictien daer inne begrepen. Ende op de twee andere Poincten mede verklaert, dat in

[2] Printed with other documents in pamphlet form in 1623, 1624, 1629 and 1642 (Asher, no. 55–61); also in de Laet, *Historie ofte Iaerlijck Verhael*, introd. p. [10], and in *Groot Placaet Boeck*, vol. 1, col. 583–86, which text has been followed in the present copy. An imperfect translation is found in Hazard, *Historical Collections of State Papers*, 1:181–82.

Amplification of the charter of the West India Company

February 13, 1623

Translation

Amplification of the charter, dated the thirteenth of February sixteen hundred twenty-three.

The States General of the United Netherlands, to all who shall see these presents or hear them read, greeting. Be it known, that we, having heard in our meeting on the twenty-fourth of March, in the year sixteen hundred and twenty-two last past, that which on behalf of the Lords the States of Holland and West Friesland was laid before us by certain extraordinary deputies, namely, that for the better promoting the West India Company it was necessary that the salt trade to *Puncto del Rey,* situated within the limits of the said Company's charter and formerly excepted from it, should be included in the aforesaid charter, and that all other salt trades, situated without the limits of that charter, should be left free and out of it; also that the chief participants of the aforesaid Company might have the nomination of a triple number, out of which the directors should be chosen; further, that the cities in which there are no Chambers, contributing out of their funds in one name one hundred thousand guilders or more, upon nomination as aforesaid, might be entitled to appoint one director for each hundred thousand guilders, in whatever Chamber they should think proper to invest their money; and that they desired that we would amplify the aforesaid charter to the above mentioned West India Company with the aforesaid provisions that the Company might be completed; and this being by us at that time well and maturely deliberated upon: we declared and consented that the aforesaid salt trade at *Puncto del Rey* should be included, as we did include it, in the aforesaid charter of the West India Company under the orders and interdictions therein contained. And with respect to the other two provisions, we further declared

krachte van 't dertiende Articule van 't voornoemde Octroy, dien van Hollandt ende West-Vrieslandt, gelijck oock alle andere Provincien vry staet de nominatie vande Bewinthebbers, in voegen al vooren te laten doen, ten meesten dienste ende voorderinge van'e Compagnie, Midtsgaders oock geaccordeert ende geconsenteert hebben, dat de Steden daer geen Kameren en zijn, inne leggende uyt heure Gemeenten hondert duysent gülden ofte meer, op behoorlicke nominatie vande Hooft-Participanten, ende over elcke hondert duysent gulden, sullen mogen stellen een Bewinthebber, in sulcken Kamer, daer sy goet vinden sullen heure Penningen te brengen. Van 't welcke wy als nu versocht wesende by de Bewint-hebbers vande West-Indische Compagnie, behoorlicke Brieven te doen depescheren, geparapheert, geteyckent ende gesegelt met onsen grooten Zegele naer behooren, hebben wy in achtervolch van onse Resolutie, op den voornoemden vier-en-twintichsten Martij genomen, dese onse Brieven van alle 't gunt voorsz is doen depescheren. Beloovende 't selve goet, vast ende van weerden te houden ende doen houden, ende ordonnerende eenen yeghelijcken hem hier naer te reguleren. Aldus gedaen in onse Vergaderinge, onder onsen grooten Zegele, Paraphure ende de Signature van onsen Griffier, in 's Graven-Hage den dertienden Februarij 1623. Was geparapheert, *I. Magnus,*vt. Opte Plijcque stont, Ter Ordonnantie vande Hooch-ghemelte Heeren Staten Generael. Geteeckent, *C. Aersscn.* Hebbende een uythangende Zegel in rooden Wassche aen een witte zijde koorde.

that, by virtue of the thirteenth article of the aforesaid charter, Holland and West Friesland, and likewise all the other provinces, shall be free as formerly to cause the nomination of directors to be made in the manner which is for the best interest and advancement of the Company. Moreover, we agreed and consented that the cities in which there are no Chambers, upon advancing out of their funds one hundred thousand guilders or more, on proper nomination by the chief participants and for each hundred thousand guilders might appoint a director in whatever Chamber they should think proper to invest their money. Of the which, as we are now desired by the directors of the West India Company to cause a suitable instrument in writing to be properly drawn up, paraphed, subscribed and sealed with our great seal, we have, agreeable to our resolution adopted on the aforesaid twenty-fourth of March, caused these letters to be drawn up for all that is aforesaid; promising to keep them and cause them to be kept, well, firmly and truly and ordaining that all persons govern themselves accordingly. Thus done at our meeting, under our great seal, paraph and the signature of our secretary, in the Hague, the thirteenth of February 1623. Was paraphed, *I. Magnus*,[vt.] In the fold was written: By order of the aforesaid Honorable Lords the States General. Signed, *C. Aerssen*. Having a seal pendent of red wax, on a cord of white silk.

Agreement between the directors and the chief participants of the West India Company[3]

June 21, 1623

Original text

Accoordt tusschen de Bewinthebberen ende Hooft-Participanten vande West-Indische Compagnie, met approbatie vande Ho: ende Mog: Heeren Staten Generael ghemaeckt. In date den 21 Junij 1623.

De Staten Generael der Vereenichde Nederlanden, Allen den geenen die desen jegenwoordige sullen getoont werden, Saluyt. DOEN TE WETEN, Alsoo op 't vertooch aen ons ghedaen, by eenige Gedeputeerden vande Hooft-Participanten vande geoctroyeerde West-Indische Compagnie ter Kamere van Amsterdam, dat de selve tot verscheydene reysen hen vervoecht hebben ghehadt soo in 't Collegie vande Bewinthebberen, als oock meermaelen met haer Gecommitteerden gebesoigneert, ten eynde in tijts goede ordre ende Reglement soude mogen werden genomen ende gestabilieert, tot contentement vande goede Participanten, op dat de saecken te beter ende met meerder vruchts op 't spoedichste in 't werck ghestelt, ende dien volgende in treyn ghebrocht soude mogen werden, versoeckende onse approbatie, 't zy by forme van ampliatie van 't Octroy, ofte andersints by raminge van ordre vande voorschreve particuliere Kamer tot Amsterdamme, ofte soo wy te raede souden vinden, over eenige Poincten aen ons tot dien eynde ghepresenteert. Ende wy alvoorens daer op te resolveren, goet hebben gevonden Copyen daer van over te senden aen de respective Kameren vande West-Indische Compagnie, om de selve rijpelick te examineren, metde Hooft-Participanten communiceren, ende hare Gedeputeerden, mitsgaders eenige Gedeputeerden vande Hooft-Participanten by ons te senden, volcomentlijck gelast

[3] Printed with other documents in pamphlet form in 1623, 1624, 1629 and 1642 (Asher, no. 55–61); also in de Laet, *Historie ofte Iaerlijck Verhael*, introd. p. [19–22], and in *Groot Placaet Boeck*, vol. 1, col. 585–90, which last text has been followed in the present copy. An imperfect translation is found in Hazard, *Historical Collections of State Papers*, 1:174–78, reprinted in O'Callaghan, *History of New Netherland*, 1:408–10.

Agreement between the directors and the chief participants of the West India Company

June 21, 1623

Translation

Agreement made between the directors and the chief participants of the West India Company, with the approval of the High and Mighty Lords the States General. Dated June 21, 1623.

The States General of the United Netherlands, to all to whom these presents shall come, greeting. Be it known, that whereas, in a memorial directed to us by certain deputies of the chief participants of the chartered West India Company, Chamber of Amsterdam, setting forth that they presented themselves several times before the Assembly of the directors and also held a number of meetings with the committee appointed by them to the end that in due time proper rules and regulations might be adopted and established to the satisfaction of the good participants and that the business might the better and with the more profit be set in motion as soon as possible and subsequently be brought into proper operation, our approbation was requested of several articles presented to us for that purpose, either in the way of an amplification of their charter or else by framing an order for the aforesaid particular Chamber of Amsterdam or in such manner as we should find advisable; and whereas, before adopting any resolution thereupon, we thought fit, to send a copy of the articles to the respective Chambers of the West India Company, that they might carefully examine them, confer with the chief participants and send to us deputies from themselves, as well as from the chief participants, fully empowered and authorized,

ende gheauthoriseert, om daer over, ende wat noch voorts tot bevorderinge van soo een noodige saecke soude mogen dienen, in onderlinge conferentie te komen, ende soo doenelijck, finalijcken t' accorderen op onse approbatie. Ende dat die Gedeputeerden vande respective Kameren, Directeurs ende Hooft-Participanten in competenten getale daer op alhier zijn gekomen, ende volgens ten overstaen, inductien ende tusschen-spreecken van onse Gecommitteerden, nae verscheydene ghehoudene conferentien, communicatien ende deliberatien, eyntelijck als Bewinthebbers, Directeurs ende Hooft-Participanten sonder prejudicie vande Provincien ende respective Steden, tot vorderinge vande West-Indische saecke, verdragen ende onderlinge gheaccordeert hebben dese naevolgende Articulen.

Ten eersten, Dat geene veranderinge, extentien nochte interpretatie van het Octroy ofte dependentien van dien sullen werden versocht by de Bewinthebberen noch by de Hooft-Participanten ofte yemant anders, dan nae voorgaende convocatie, communicatien ende approbatie van het meerendeel der Bewinthebberen ende Hooft-Participanten, die inde vergaderinge sullen present zijn.

Ten tweeden, Dat in alle vergaderingen daer Bewinthebberen ende Hooft-Participanten t'samen, ofte daer de Hooft-Participanten alleen ende apart sonder de Bewinthebberen sullen besoigneren, alle nominatien, deputatien ende electien met eenen name t'effens sullen gheschieden met beslooten Briefkens den presiderenden in handen te geven, ofte op andere secrete manieren.

Ten derden, Dat de Compagnie geene Penningen op Interesse oft deposito sal mogen lichten, dan met advijs ende consent van 't meerendeel der Bewinthebberen ende Hooft-Participanten, Doch sullen de respective Kameren in voorvallende noot, voor een reyse alleen mogen lichten elck een twintichste deel van 't ingheleyde Capitael in hare Kamer, sonder dat by de selve Kameren meerder lichtinge sal werden gedaen, voor ende al eer de eerste gelichte Penningen sullen zijn afgelost.

Ten vierden, Dat alle Reeckeningen by het vijfthiende Articule van 't Octroy gementioneert, sullen gedaen werden nae stijle van Negotie, aen de Gecommitteerde byde Hooft-Participanten te nomineren, ende onder Eede t'admitteren, binnen den tijdt in 't voorsz vijfthiende Articule begrepen, welcke Gecommitteerde daer af alleene in 't gros aen de andere Hooft-Participanten rapport sullen doen, Doch sullen de selve Gecommitteerden by Eede verbonden zijn niet t'ontdecken, maer alles secreet te houden, dat de Bewinthebberen secreet moeten houden: Sullen mede 't verboth by het een-en-

for this purpose and whatever might serve to promote so necessary a business, to meet in mutual conference and if possible to come to final agreement, subject to our approval; and whereas these deputies of the respective Chambers, directors and chief participants, thereupon came here in proper number and, in the presence and on the suggestion and persuasion of our delegates, after the holding of several conferences, communications and deliberations, finally, as managers, directors and chief participants, without prejudice to the provinces and respective cities, for promoting the West India business mutually agreed upon the following articles:

I. That no alteration, extension or interpretation of the charter or acts depending thereon shall be sought by the directors or by the chief participants or any others, except after previous meeting, discussion and the approval of a majority of the directors and chief participants who shall be present at the meeting.

II. That in all joint meetings of the directors and chief participants or those of the chief participants alone and without the directors, all nominations, choice of deputies, and elections shall take place, one name at a time, by placing folded ballots in the hands of the presiding officer or in some other secret manner.

III. That the Company shall borrow no money on interest or deposit, except with the advice and the consent of the major part of the directors and chief participants; nevertheless in case of necessity and for one voyage only, the respective Chambers may each borrow the twentieth part of the subscribed capital of their Chamber, but the said Chamber shall not borrow any more before the first loan shall have been paid off.

IV. That all accounts mentioned in the fifteenth article of the charter shall be rendered in business form to the committee to be nominated by the chief participants, and admitted under oath, within the time mentioned in the said fifteenth article, which committee shall make report thereof only in gross to the other chief participants. But the said committee shall be bound by oath not to divulge, but to keep everything secret which the directors must keep secret. They shall moreover during the time of two years be sub-

dertichste Artijckel van 't Octroy noopende 't koopen ende 't verkoopen, den Bewinthebberen gedaen, onderworpen zijn, geduerende den tijt van twee Jaren.

Ten vijfden, Dat de selve Gecommitteerden sullen hebben ende exerceren van wegen de Hooft-Participanten, het recht den Agenten Artijckel seven-en-twintich gegeven ende vergunt: Ende voorts de Boecken, Factuyren ende andere Documenten, tot dien eynde tot harer beliefte te mogen nae sien, ende de Coopmanschappen ende Brieven die de Commercie aengaen, visiteren.

Ten sesten, Dat de eerste twee vacerende plaetsen der Bewinthebberen tot Amstelredam, als mede de twee eerste van Zeelandt, ende de eerste inde Camer vande Mase, sullen successivelijck gesuppleert ende vervult worden by de Hooft-Participanten vande respective Kameren, absoluyt by pluraliteyt van stemmen, staende onder den selven Eedt, hebbende administratie als de andere Bewinthebberen, ende sullen ghehouden zijn den Hooft-Participanten te communiceren 't geene haer aengaet, haer recht inde selve vergaderinge van Bewinthebberen te bewaren naer ghelegentheyt van saecken, de selve te convoceren, ende specialick aen de voorschreve Hooft-Participanten verbonden ende revocabel zijn, blijvende successivelijck de resterende Bewinthebberen vande respective Kameren eligibel volgende het Octroy, ofte soo als inde respective Provincien albereyts is gheordonneert, ofte noch geordonneert soude mogen werden: Ende dat by provisie twee uyt de Hooft-Participanten van elcke respective Kameren van Amsterdam ende Zeelandt, ende eene uyt de Kamer vande Mase ghecommitteert sullen werden, boven die inde voorige Articulen vermelt zijn, om ondertusschen 't voorschreve recht vande selve te bewaren, tot dat een ofte twee plaetsen sullen vacant zijn.

Ten sevensten, Soo wanneer de Negenthiene sullen komen te vergaderen, sullen de Hooft-Participanten vande Kamer van Amsterdam, eene uyt de voorschreve twee Bewinthebberen of provisionele Gecommitteerden mogen eligeren, om te wesen eene vande acht Bewinthebberen inde selve Vergaderinge, van wegens de Kamer van Amsterdam te compareren, ghelijck mede die Hooft-Participanten van Zeelandt uyt de voorschreve twee Bewinthebberen of provisionele Gecommitteerden by hun absolutelijcken ghestelt, sullen mogen kiesen eene, om te wesen eene vande vier Bewinthebberen van wegens haer Kamer inde vergaderinge vande Negenthiene te compareren. Ende sullen daer beneffens de voorschreve Hooft-Participanten, soo vande Kamer van Amsterdam als van Zeelandt,

ject to the prohibition in regard to buying and selling placed upon the directors by the thirty-first article of the charter.

V. That the said committee shall have and exercise, on behalf of the chief participants, the rights given and granted by Article twenty-seven to the agents; and moreover, for this purpose, to examine the books, invoices and other documents at their pleasure, and inspect the merchandise, and the letters concerning the business.

VI. That the first two vacant places among the directors at Amsterdam, the first two of Zealand, and the first in the Chamber of the *Mase* shall successively be supplied and filled by the chief participants of the respective Chambers, absolutely by plurality of votes; [these elected] are to be bound by the same oath and to have the same powers as the other directors, and shall be obliged to communicate to the chief participants what concerns them, to preserve their rights in the said meetings of the directors according to circumstances and to call them together, and they shall be specially responsible to and [their election] revocable by the aforesaid chief participants; the rest of the directors of the respective Chambers shall continue to be elected according to the charter, or in such manner as is already ordained, or may hereafter be ordained in the respective provinces; and that provisionally two of the chief participants of each of the respective Chambers of Amsterdam and Zealand and one of the Chamber of the *Mase,* shall be deputed aside from the committee mentioned in the foregoing articles, to take care of their aforesaid rights in the meantime, until one or two places shall be vacant.

VII. When the Nineteen shall meet together, the chief participants of the Chamber of Amsterdam shall be permitted to choose one of the two directors or provisional deputies aforesaid, that he may be one of the eight directors in the said meeting for the Chamber of Amsterdam. In like manner the chief participants of Zealand shall be permitted to choose one of the aforesaid two directors or provisional deputies, by them absolutely appointed, to be one of four directors representing their Chamber in the Assembly of the Nineteen. And in addition the aforesaid chief participants, as well those of the Chamber of Amsterdam as those of Zealand, shall each

noch mogen eligeren elcks eene uyt de be-eedichde Gecommitteerde, Artijckel vier ende vijf vermelt, om die voorschreve Gedeputeerden elcks inden sijnen t'assisteren inde voorschreve Vergaderinge vande Negenthiene, sonder dat nochtans de selve Geassocieerden stemme apart sullen hebben. Ende ten eynde de andere Kameren mede kennisse van saecken opte selve vergaderinghe verhandelt mogen hebben, sal die geassocieerde vande Kamer van Amsterdam, den Hooft Participanten van 't Noorder-quartier ende van Stadt ende Landen: Ende die gheassocieerde vande Kamer van Zeelandt, die vande Maze adviseren van 't ghebesoigneerde inde voorschreve Vergaderinge, voor soo veele 't selve communicabel sal zijn.

Ten achtsten, Dat naer desen niemant tot Bewinthebber sal mogen gheëligeert werden, die in dienst vande Compagnie van Oost-Indien is: Sullen oock Vader ende Soon, Item, Broeders van heelen ende halven Bedden, geen Bewinthebberen in eene Kamer te gelijcke mogen wesen; Ende sullen de Bewint-hebberen geen provisie ghenieten, ten zy dat sy ten dienste vande Compagnie behoorelijck vaceren.

Ten negenden, Alsoo het noodich is om een yeder te voldoen, dat den tijdt om in dese Compagnie te teeckenen ende te herideren noch gheprolongeert werde, tot contentement soo vande Ingesetenen als Uytlantsche, dat daerom voor d'Ingesetenen tot ultima Augusti, ende voor d'Uytlandische tot ultima Octobris toekommende, beyde Stylo novo incluys, de voorschreve inteyckeninge geprolongeert, ende bekent gemaeckt worde deur affixie van Billetten, sonder dat naer dien dach yemants anders sal mogen ingenomen ofte inghelaten worden, maer dat een yeder Kamer gehouden sal zijn den eersten dach naer ultimo Octobris sijne Capitalen te sluyten, ende acht dagen daer naer Copyen aen malkanderen over seynden: Welverstaende dat de aen-ghevangene equipagie, haeren voortganck sal hebben tot dienste vande Compagnie, ende dat de geene die haere Penningen voor andere hebben gefurneert, ende noch sullen furneren daer van Interesse sullen genieten tot discretie vande Negenthiene.

Ten thienden, Ende aengaende de generale reeckeninge, Artijckel sestien, ende het veranderen van het derdendeel der Bewinthebberen Artijckel veerthien in't Octroy ghementioneert, om eene goede ordre ende generalen voet in alle Kameren daer in te houden, is noodich gevonden dat de selve generale reeckeninge geschiede (ses Jaeren naer date van 't geven van 't Octroy, beginnende den derden Junij sesthien-hondert een-en-twintich, Stylo novo,) naer coustume van Coopmanschap in 't openbaer, mede ten overstaen vande voorschreve Gecommitteerde vande Hooft-Participanten vande respective Kameren,

be permitted to choose one of the sworn committee, mentioned in articles four and five, to assist the aforesaid deputies, each assisting the one from his Chamber, in the aforesaid Assembly of the Nineteen; nevertheless, these associates shall not have a separate Vote. And that the other Chambers also may know of the business transacted by the said Assembly, the associate member from the Chamber of Amsterdam shall inform the chief participants of the *Noorderquartier* and *Stadt ende Landen* and the associate member from the Chamber of Zealand those of the *Mase* of the business of the aforesaid Assembly, as far as it shall be communicable.

VIII. That hereafter no person may be chosen a director who is in the service of the East India Company; in like manner, father and son, or brothers of the whole or half blood, may not be directors at the same time in one Chamber. And the directors shall receive no commissions unless they properly attend to the business of the Company.

IX. Whereas, in order to satisfy every one, it is necessary that the time for subscribing and contributing to this Company shall be extended further, for the satisfaction of our own inhabitants as well as of foreigners, therefore, be the aforesaid subscriptions extended for inhabitants to the last of August, and for foreigners to the last of October next, both new style, and the fact made known by posting of notices; after that date, no person may be received or admitted, but every Chamber must close its subscription lists the first day after the last of October, and eight days thereafter send a copy to each of the others; provided, that the equipment already begun shall continue for the use of the Company, and that those who have furnished money in advance of others, or shall yet furnish it, shall receive interest thereon at the discretion of the Nineteen.

X. And as to the general accounting, mentioned in article sixteen of the charter, and the changing of a third part of the directors in article fourteen, to maintain good order and a general basis in all the Chambers, it is deemed necessary that the said general accounting be made (six years from the date of granting the charter, beginning the third of June 1621, new style) according to mercantile custom in public, in the presence of the aforesaid committee of the chief participants of the respective Chambers, and so on regu-

ende soo voorts successivelick, elcke ses Jaren te doen diergelijcke generale reeckeninge: Doch sal by de Vergaderinge vande Negenthiene, op 't vervolch vande reeckeningen naerder ordre beraemt werden, ten eynde d'afgaende Bewinthebberen, met gesuyverde reeckeninge, ist doenelijck, mogen scheyden: Ende sal de veranderinge van't derdendeel der Bewinthebberen, eerst geschieden ses Jaren na den negenden Junij deses Jaers sestien-hondert drie-en-twintich, ende soo voorts successivelijck elcke twee Jaeren conform het Octroy.

Ten elfsten, Dat niemant het Hooft-Participants recht sal mogen genieten, dan die vanden beginne heeft in-ghelecht, oft andersints twee Jaren opte Boecken bekent is, voor sijn eygen reeckeninge in dese Compagnie te herideren, soo veel een Bewinthebber inde respective Kameren ghehouden is te doen, volgens den Octroy, behalven dat Kinderen, ende alle andere Erfgenamen, die op eenen name de respective volle sommen voor hun eygen Erven, datelijck nae de erffenisse ghequalificeert sullen zijn.

Ende ten twaelfsten, Indien eenige saecken voor vallen daer uyt Processen souden mogen verrijsen, tot ondienste vande Compagnie, sullen de Bewinthebberen in alle manieren arbeyden, de selve in 't minnelijck neer te leggen (soo doenelijck) indien niet, de saecken communiceren met de Hooft-Participanten, om met gemeen advijs daer in gedaen te worden soo als tot meesten dienst vande Compagnie bevonden sal worden te behooren.

SOO IST, dat wy de voorschreve Articulen gheexamineert ende overwogen hebbende, ende tot d'eenicheyt ende goede correspondentie tusschen die Bewint-hebberen ende Hooft-Participanten, mitsgaders tot bevorderinge vande West-Indische Compagnie ghenegen wesende, hebben met advijs vanden Heere Prince van Orangien, goet gevonden de selve t'aggreëren, ende t'approberen, aggreëren ende approberen midts desen, verstaende dat de selve by de Bewinthebberen, Participanten, ende yeder een daer aen ghelegen zijnde, nevens d'Articulen van 't Octroy punctuelijck sullen werden naerghekomen ende achtervolcht, ghelijck of sy den Octroy waren geinsereert, Alsoo wy bevinden 't selve tot dienste vande West-Indische Compagnie alsoo te behooren. Ghegheven onder onsen grooten Zegel, Paraphure, ende de Signature van onsen Griffier, in 's Graven-Hage, den een-en-twintichsten Junij sesthien-hondert drie-en-twintich. Was gheparapheert, *N. van. Bouckhorst*,^vt^ Onder stondt, Ter Ordonnantie vande Hooch-ghemelte Heeren Staten Generael. Ghetceckent, *C. Aerssen*. Hebbende een uythangenden Zegel in rooden Wassche, aen een witte zijde koorde.

larly every six years a like general accounting; but as to other accounts, further action shall be taken by the Assembly of the Nineteen, to the end that the directors who retire may leave no unsettled accounts if it be practicable. And the first change of a third part of the directors shall take place six years after the ninth[4] of June this year 1623, and so on regularly every two years agreeable to the charter.

XI.[5] That no one shall be permitted to enjoy the rights of chief participants but those who subscribed at the beginning, or else have been entered on the books for two years as owning in their own name in this Company as much as a director in the respective Chambers must own according to the charter; except, that children and all other heirs, who inherit in one name the respective full sums for themselves, shall be qualified immediately after inheriting.

Ad. XII, if anything should happen from which lawsuits might arise to the disadvantage of the Company, the directors shall do all in their power to settle the matter amicably (if possible); if not, they shall communicate it to the chief participants, that they may act therein with mutual advice, in such manner as shall be found most to the advantage of the Company.

Therefore having examined and considered the foregoing articles and being desirous of promoting unity and concord between the directors and chief participants as well as the advancement of the West-India Company, we have, with the advice of the Prince of Orange, thought fit to agree to and approve of, and do hereby agree to and approve the same and demand that they with the articles of the charter shall be strictly followed and observed by the directors, participants and every person concerned therein, in the same manner as if they were inserted in the charter; for we find this to be for the best interests of the West-India Company.

Given under our great seal, paraph and the signature of our secretary, at the Hague, the twenty-first of June, sixteen hundred and twenty-three. Paraphed, *N. van Bouckhorst,* vt. Underneath was written: By order of the aforesaid Honorable Lords the States General. Subscribed, *C. Aerssen,* having a seal pendent of red wax, on a cord of white silk.

[4] The copy of the Agreement in the introduction to de Laet's *Historie ofte Iaerlijck Verhael* has the *third of June this year* 1623, which is evidently the date intended.

[5] Instead of this article, Hazard inserts article 11 of the Charter of the W. I. Co., whose mistake is copied by O'Callaghan in *History of New Netherland,* 1:410.

Charter of Freedoms and Exemptions[6]

June 7, 1629

Original text

Uryheden ende Exemptien voor de Patroonen / Meesters ofte Particulieren / die op Nieu-Nederlandt eenighe Colonien ende Vee sullen planten geconsidereert ten dienst van de Generale West-Indische Compagnie in Nieu-Nederlandt / ende het voordeel van de Patroonen / Meesters ende Particulieren.

I. Dat de Participanten inde gemelde Compagnie / die gheneghen sullen zijn in Nieu-Nederlandt eenighe Colonien te planten / vermoghen met de Schepen van dese Compagnie derwaerts gaende / drie ofte vier persoonen te senden / om de gheleghentheydt aldaer te besichtigen / midts datse neffens de Officieren ende Bootsvolck den Artijcul-Brieff sullen beeedighen / voor soo veel die haer aengaet. Ende betalende voor Mondt-kost / Passagie van gaen ende komen / ses stuyvers daeghs: Ende die inde Cajuyte soude versoecken te eten / twaelf stuyvers / ende hun onderwerpen in cas van offensie ende defensie haer ter weere te stellen / ghelijck als d'andere; Ende eenighe Schepen van den Vyant veroverende / sullen oock haers portie genieten *Pro Rata,* neffens de Bootsghesellen / yeder nae zijn qualiteyt / te weten / dat de Coloniers buyten de Cajuyte etende / ghereeckent sullen worden neffens de Matrossen / ende die inde Cajuyte eten teghens den gheenen die aldaer van's Compagnies Volck de Tafel / ende de kleynste gagie heeft.

II. Doch sullen in desen geprefereert zijn soodanighe Persoonen / die haer eerst sullen hebben gheopenbaert / ende aen de Compagnie versocht.

[6] *V. R. B. Mss* 61. Printed pamphlet in original paper covers, measuring 19.3x15.3cm; letterpress 11.9x11.3cm. The first recto is marked B3; the 3d, 4th and 5th are marked respectively C, C2 and C3. It is apparently a separate issue of the second part of the pamphlet entitled: *Articulen . . . over het open ende vry stellen vanden Handel ende Negotie op de Stadt Olinda de Pernambuco, ende Custen van Brasil. Hier zijn achter by ghedruckt De Vryheden van Nieu-Nederlant.* Amst. 1631. (Asher, *Bibliographical Essay,* no. 332). With the exception of capitalization and spelling it agrees with the text published under date of March 1630 in Wassenaer, *Historisch Verhael,* v. 4, pt 18, f.94-98b, which is based on that printed the same year for the West India Company. Asher gives but one pamphlet of 1630 (no. 331), but his title differs slightly from that given by Moulton, *History of New York,* pt 2, p. 389, and from the facsimile title page in Fiske, *Dutch and Quaker Colonies,* illus. ed. 1:117, themselves different, which suggests that there were various issues in 1630. In 1875, a reprint of the 1630 pamphlet in the possession of the New York Historical Society was published by Geo. H. Moore, librarian of the society.

Charter of Freedoms and Exemptions[6a]

June 7, 1629
Translation

Freedoms and Exemptions for the patroons, masters or private persons who will plant any colonies in, and send cattle to New Netherland, drawn up for the benefit of the General West India Company in New Netherland and for the profit of the patroons, masters and private persons.

I. Such participants of the said Company as may be inclined to plant any colonies in New Netherland shall be permitted to send, in the ships of this Company going thither, three or four persons to inspect the situation of the country, provided that they, with the officers and ship's company, swear to the Articles,[7] so far as they relate to them, pay for board and passage, going and coming, six stivers a day (such as desire to mess in the cabin to pay 12 stivers) and agree to give assistance like others, in cases offensive and defensive. And if any ships be taken from the enemy, they shall receive pro rata their portions with the ship's company, each according to his quality, that is to say, the colonists messing outside the cabin shall be rated with the sailors and those messing in the cabin with those of the Company's servants messing at table who receive the lowest wages.

II. However, in this matter, those persons shall have the preference who shall first have declared their intentions and applied to the Company.

[6a] The first translation of the Freedoms and Exemptions, made by Abraham Lott, jr, in 1762, appeared in Moulton, *History of New York*, 1826, pt 2, p. 389–98, and was reprinted in Dunlap, *History of New York*, vol. 2, app. H, and in *N. Y. Historical Society Collections*, ser. 2, 1:370–77. With slight changes, the same translation has appeared in O'Callaghan's *History of New Netherland*, 1:112–20; *Doc. rel. to Col. Hist. N. Y.*, 2:553–57; *Laws and Ordinances of New Netherland*, p. 1–10; *MacDonald's Select Charters*, p. 43–50; and *Index to the Public Records of the County of Albany, 1630–1894*, Albany 1902, pref. p. lxiii–lxv. The present translation is revised from that printed by O'Callaghan, from which it will be found to differ materially.

[7] *Artijcul-Brieff;* probably a code of rules of similar tenor as the *Articulen ende Ordonnantien, ter Vergaderinge vande Hoogh Mogende Heeren Staten Generael ghearesumeert ende gearresteert, Daer op acngenomen ende beecdicht sullen worden alle de geene die hen voortaen in den dienst vande geoctroyeerde West-Indische Compagnie sullen begeven, om met derselver Schepen naer West-Indien, Brazil, ofte andere Limiten van't Octroy te varen*, passed Nov. 24, 1647, shortly after the renewal of the charter to the W. I. Co. *Groot Placaet Boeck*, 1:625–54.

[folio 1b]

III. Ende sullen voor Patroonen van Nieu-Nederlandt erkent worden / alle soodanighe die binnen den tijdt van vier Jaren / nae dat zy haer aen eenighe Camer van de Compagnie alhier / ofte aen den Commandeur ofte Raden aldaer / sullen verclaren / datse een Colonie van vijftigh Zielen boven de vijfthien Jaren oudt zijnde / aldaer aennemen te planten / een vierde part binnen's Jaers / ende in drie Jaren nae de sendinghe van d'eerste / maeckende t'samen vier Jaren / de resterende tot het volle ghetal van vijftigh Persoonen van hier te schepen / Op pene van by notoir versuym te verliesen de vercreghene Vryheden; Doch sullen ghewaerschout zijn / dat de Compagnie 'tEylandt van de *Manhattes* aen sich behoudt.

IV. Ende vander eerste uyre af / dat zy de plaetsen / alwaer zy haer Colonien willen planten / hebben aenghewesen / voor alle andere gheprefereert zijn tot den vryen eyghendom van soodanige Landen alsse aldaer sullen hebben verkoren; Doch deselve plaetse haer naderhant niet ghevallende / ofte in 'tkiesen van den gront bedroghen zijnde / sullen deselve nae voorgaende Remonstrantie aen den Commandeur ende Raet aldaer / een ander ghelegentheyt mogen uytkiesen.

V. Ende sullen de Patroonen door haer Volmachtigheden / ter plaetse daer zy haer Colonien willen planten / haer Limiten moghen extenderen vier mijlen langhs de Cust / ofte een syde van een[7a] Navigable Riviere / ofte twee mijlen langhs beyde de zijden van eene Riviere / ende soo diep Landtwaerts in als de gheleghentheyt vande Occupateurs toelaten sal. Welverstaende dat de Compagnie den eygendom aen haer behoudt van de Landen / die tusschen de Limiten van de Colonien blijven legghen / om daer van in tijdt ende wijle te disponeren nae haer wel-ghevallen / sonder dat yemandt anders op seven of acht mijlen haer sal moghen naerderen teghens haren danck: Ten ware de ghelegentheyt van het Landt daer on —

trent

[folio 2]

trent sulcks waer / dat den Commandeur endt Raedt op goede redenen anders ordonneerden; Altoos acht nemende / dat d'eerste Occupateurs in haers vercreghen Recht niet geprejudiceert en

[7a] The words *syde van een* are not found in the text of the pamphlet here reprinted but were written in the margin. They occur as part of the printed text in Wassenaer, *Historisch Verhael*, v. 4, pt 18, f. 95.

III. All such shall be acknowledged patroons of New Netherland as shall agree to plant there a colony of 50 souls, upwards of 15 years old, within the space of four years after they have given notice to any Chamber of the Company here or to the commander or council there,[8] one fourth part within one year and the remainder within three years after the sending of the first, making together four years, to the full number of 50 persons, to be shipped hence, on pain, in case of wilful neglect, of being deprived of the privileges obtained. But they are warned that the Company reserves to itself the island of the *Manhattes*.

IV. From the very hour they make known the situation of the places where they propose to settle colonies, they shall have the preference over all others to the free ownership of such lands as they shall have chosen: but in case the location should afterwards not please them or they should find themselves deceived in the selection of the land, they may, after memorializing the commander and council there, choose another place.

V. The patroons, by their agents, may, at the place where they wish to settle their colonies, [fix] their limits [so that the colony shall] extend four leagues along the coast or one side of a navigable river, or two leagues along both sides of a river, and as far inland as the situation of the occupants will permit; with the understanding that the Company retains for itself the ownership of the lands lying and remaining between the limits of the colonies, to dispose thereof when and at such time as it shall think proper, but no one else shall be allowed to come within seven or eight leagues of them without their consent unless the situation of the land thereabout be such that the commander and council for good reasons shall order otherwise; always observing that the first occupants are not to be prejudiced in the right they have obtained,

[8] The Dutch of the first part of this article is defective. Literally translated, it reads: And shall be acknowledged as patroons all such who within the space of four years after they shall declare themselves to any Chamber of the Company here or to the commander or council there that they agree to plant there a colony of 50 souls, upwards of 15 years old.

worden / dan voor soo veel als den dienst van de Compagnie soude moghen vereyschen / het zy om aldaer Fortificatien te bouwen / ofte yets dierghelijcke / blijvende (buyten dat) het commandement op elcke Baeye / Reviere ofte Eylandt / aen de eerst-komende Colonie / onder de Hooghe Jurisdictie van de Hoogh Heeren Staten Generael ende Compagnie; Midts dat de naest-komende Colonien op deselve Rivier ofte Eylandt / sullen vermoghen een ofte meer Raden / neffens den selven te stellen / om met ghemeen advijs den oirbar van de Colonien op die Rivier ofte Eylandt te versorghen.

VI. Ende alle het Landt binnen de voorsz. Limiten gheleghen / midtsgaders de Vruchten / Supersitien / Mineralen / Rivieren ende Fonteynen van dien voor altoos in Eyghendom te besitten: Ende de Hooghe / middele ende laghe Jurisdictie / Visscheryen / Voghelryen ende Maleryen / met exclusie van alle andere / te houden van de Compagnie tot een onversterflijck Erff-Leen / te Verheer-ghewaden alst versterft met twintigh Guldens par Colonie aen dese Compagnie binnen een Jaer ende ses Weecken / aen de Cameren alhier / ofte den Commandeur aldaer / een yeder ter Camere daer hy oorspronckelijck van daen is gevaren. Des nochtans dat de Visscherye ende Vogelrye by niemandt anders dan de Patroonen / ende die zy-luyden dat sullen toestaen / sullen werden ghepleeght: Ende soo yemandt metter tijdt in zijn Colonie soo veel quame te prospereren / dat hy een oft meer Steden soude moghen fonderen / sal den selven d'authoriteyt hebben / om aldaer Offitien ende Magistraten te stellen / ende Tijtel van zijn Colonie moghen ghebruycken / nae believen ende qualiteyt der Persoonen.

Sal

[folio 2b]

VII. Sal mede aen alle Patroonen / die sulcks versoecken / vergundt worden *Venia Testandi*, ofte Octroy / om van de voorsz Leen-Goederen by Testament te moghen disponeren.

VIII. De Patroonen sullen mede alle na gelegene Landen / Rivieren ende Bosschagien tot haren oirbaer moghen ghebruycken / ter tijdt ende wijle deselve by dese Compagnie / andere Patroonen ofte Particulieren worden aengheveert.

IX. Die dese Colonien sullen oversenden / sullen deselve voorsien met behoorlijcke Instructie / om conform de maniere van Regieringhe / soo in Politie / als Justitie / by de Vergaderinghe van de Negenthiene beraemt ofte noch te beramen / gheregeert ende ghestiert te worden / welcke zy al vooren de Bewinthebberen van de Respective Cameren sullen verthoonen.

except in so far as the service of the Company should require it, either for the building of fortifications or something of that sort, and that (outside of this) the [patroon of the] first settled colony shall retain the command of each bay, river or island, under the supreme jurisdiction of their High Mightinesses the States General and the Company; but the later colonies on the same river or island may appoint one or more councilors to assist him, that in consultation they may look after the interests of the colonies on the river or island.

VI. They shall forever own and possess and hold from the Company as a perpetual fief of inheritance, all the land lying within the aforesaid limits, together with the fruits, plants, minerals, rivers and springs thereof, and the high, middle and low jurisdiction, rights of fishing, fowling and grinding, to the exclusion of all others, said fief to be renewed in case of demise by doing homage to the Company and paying 20 guilders per colony within a year and six weeks, either to the Chambers here or to the commander there, each to the Chamber whence the colony was originally sent out; however no fishing or fowling shall be carried on by any one but the patroons and such as they shall permit. And in case any one should in time prosper so much as to found one or more cities, he shall have authority to appoint officers and magistrates there and to use such titles in his colony as he sees fit according to the quality of the persons.

VII. There shall likewise be granted to all patroons who shall desire the same, *Venia Testandi,* or liberty to dispose of the aforesaid fiefs by will.

VIII. The patroons may also to their profit use all lands, rivers and woods lying contiguous to them, until such time as they are taken possession of by this Company, other patroons, or private persons.

IX. Those who shall send over these colonies, shall furnish them with proper instructions in order that they may be ruled and governed conformably to the rule of government, both as to administration and justice, made, or to be made by the Assembly of the Nineteen, which [instructions] they must first lay before the directors of the respective Chambers.

X. De Patroonen ende Coloniers sullen vermogen alle haer Volck ende Goederen derwaerts te senden in de Schepen vande Compe. mits den Eedt doende / ende betalende aende Compe. voor 'toverbrengē van't Volc als in't eerste Artijcule; ende voor Vracht vande Goederen vijf par Cento contant van 'tgene deselve Goederen hier ghekost hebben: Sonder nochtans hier onder te begrijpen het Bestiael ende andere Gereetschappen tot de Landtbouwe dienende / die de Compagnie voor niet sal overvoeren / als zy plaets in hare Schepen heeft / mids dat de Patroonen de plaetse daer toe approprieren op haer eyghen costen / ende alles provideren / dat tot onderhoudt vant Bestiael noodigh is.

XI. Maer in ghevalle het de Compagnie niet gheleghen en quame eenighe Schepen te senden / ofte dat in de gaende Schepen gheen plaets en ware / soo sullen in sulcken ghevalle de Patroonen vermoghen / nae voorgaende communicatie

van

[folio 3]

van hare intentie / ende schriftelijck consent daer over vercreghen van de Compagnie / selver Schepen of Jachten derwaerts te senden / mits datse in't gaen of keeren niet en sullen vermoghen te loopen buyten haer ordinarie Vaer-water / ende de Compagnie daer vooren caveren / ende een Adsistent opnemen tot mondt-costen van de Patroonen / ende Maentgelden van de Compagnie. Op pene datse ter contrarie doende / alle haer vercreghen Recht ende Eygenschap tot de Colonie sullen verliesen.

XII. Ende alsoo d'intentie van de Compagnie is het Eylandt van de *Manhattes*, voor eerst te populeren / sal aldaer provisionelijck oock zijn de stapel van alle Vruchten ende Waren / die op de Noort-Rivier ende Landen daer ontrent vallen / eerse vorder versonden sullen moghen worden: Wtghenomen die uyt der natuyren / selfs daer niet nut zijnde / ofte niet als met grooten ondienst van de Eyghenaers daer ghebracht souden moeten worden. In welcken ghevalle de Eygenaers van dien ghehouden sullen zijn soodanighe ongelegentheyt aen de Compagnie alhier / ofte den Commandeur ende Raden aldaer / tijdelijck by gheschrifte te remonstreren / om daer in voorsien te werden / als na gheleghentheyt van saecken bevonden sal werden te behooren.

XIII. Alle Patroonen vande Colonien in Nieu-Nederlandt / mitsgaders Colonien op het Eylant van de *Manhattes* woonende / sullen vermoghen te bevaren ende te behandelen die gantsche Cust

X. The patroons and colonists shall be privileged to send all their people and effects thither, in ships belonging to the Company, provided they take the oath and pay the Company for bringing over the people according to the first article, and for freight of the goods five per cent cash of the cost of the goods here; without including herein, however, cattle and agricultural implements, which the Company is to carry over free, if there is room in its ships, provided that the patroons, at their own expense, fit up places for the cattle and furnish everything necessary for their support.

XI. In case it should not suit the Company to send any ships, or there should be no room in the ships sailing thither, then the said patroons, after having communicated their intentions and obtained consent from the Company in writing, may send their own ships or yachts thither, provided that, going and coming, they depart not from their ordinary course, give security to the Company for the same and take on board an assistant[8a] at the expense of the patroons as to his board and of the Company as to his monthly wages, on pain, if doing contrary hereto, of forfeiting all right and title they have obtained to the colony.

XII. Inasmuch as it is the intention of the Company to people the island of the *Manhattes* first, this island shall provisionally also be the staple port for all products and wares that are found on the North River and lands thereabouts, before they are allowed to be sent elsewhere, excepting such as are, from their nature, unnecessary there and such as can not without great loss to their owners be brought there; in this case the owners thereof must give timely notice in writing of the difficulty attending the same to the Company here, or the commander and council there, that such measures may be taken as the situation of affairs shall be found to require.

XIII. All the patroons of colonies in New Netherlands and colonists living on the island of the *Manhattes* shall be at liberty to

[8a] A supercargo; see art. XXIII.

van *Florida* tot *Terra-Neuf* toe / midts met alle hare gehandelde goederen voor eerst wederom op 'tEylandt van de *Manhattes* keerende / eñ betalende vijf ten hondert voor recognitie aen de Compagnie / om soo't mogelijc is / van daer / na behoorlijcke Inventarisatie van alle ingeladen goederen / na dese Landen ghesonden te worden. Ende oft gebeurde dat sulcks niet en konde gheschieden / 'tzy door contrarie Stroomen oft andersints / in sulcken gevalle sullen deselve goederen nergens elders mogen gebracht worden / als alhier te Lande /

C om

[folio 3b]

om met kennisse vande Bewinthebberen / ter plaetse daer zy arriveren sullen / ghelost ende gheinventarieert / ende de voorsz recognitie van vijf ten hondert / hier te Lande aende Compagnie betaelt te worden / op verbeurte van hare gehandelde Goederen / ofte de rechte waerde / indien zy ter contrarie deden.

XIV. In cas dat de Schepen van de Patroonen / in't gaen ofte komen / ofte in't bevaren van de Custe van *Florida* tot *Terra-Neuf*, ende verder niet / binnen ons Octroy / eenighe Prinsen van den Vyandt quamen te veroveren / sullen gehouden zijn deselve te brenghen ofte doen brenghen / aen de Camer ter plaetse daer zy uytghevaren zijn / om by Haer E. gebeneficeert te worden: Ende sal de Compagnie het derde-part daer van behouden / blijvende de andere twee derde-parten voor haer tegens haer gedane kosten ende *Risico*, alles op de ordre van de Compagnie.

XV. Sal oock de ghemelte Patroonen vry staen / al-omme op de Custe van Nieu-Nederlandt ende Circumjacentien van dien / te verhandelen hare Goederen aldaer gheconquesteert / voor allerhande soorten van Coopmanschappen aldaer vallende / uytghesondert Bevers / Otters / Mincken ende alderhande Pelterijen / welcke handelinghe de Compagnie alleen voor haer reserveert: Doch werdt het selfde toeghestaen te moghen gheschieden daer de Compagnie gheen Commissie en heeft / midts dat soo lanighe Handelaers ghehouden sullen zijn / alle de Pelterijen die zy sullen konnen becomen / te brenghen op't Eylandt van de *Manhattes*, soo't eenichsins moghelijck is / ende die aldaer te leveren aen den Directeur / om by hem met de Schepen ende Goederen herwaerts aen ghesonden te werden / ofte alhier te Lande komende sonder 'tselve ghedaen te hebben / die te lossen met kennisse vande Compagnie onder behoorlijcken Inventaris / om by haer betaelt te werden aen

sail and traffic along the entire coast from *Florida* to *Terra Neuf*, provided that they do first return with all such goods as they shall get in trade to the island of the *Manhattes* and pay five per cent duty to the Company, in order that if possible, after proper inventory of the goods in the ship, the same may thence be sent hither. And if it should so happen that they could not return, whether from contrary currents or otherwise, the said goods may be brought nowhere but to this country, in order that they may be unladen and inventoried with the knowledge of the directors at the place where they may arrive and the aforesaid duty of five per cent paid to the Company here, on pain, if they do otherwise, of forfeiture of their goods obtained, or the true value thereof.

XIV. In case the ships of the patroons, in going or coming or in sailing along the coast from *Florida to Terra Neuf* and no further, within [the limits of] our charter should conquer any prizes from the enemy, they must bring them, or cause them to be brought, to the Chamber of the place from which they sailed in order that their honors may have the benefit thereof; the Company shall keep the one third part thereof and the remaining two thirds shall belong to them in consideration of the expense and risk at which they have been, all according to the orders of the Company.

XV. It shall also be permitted the aforesaid patroons, all along the coast of New Netherland and places circumjacent, to trade their goods, products of that country, for all sorts of merchandise that may be had there, except beavers, otters, minks and all sorts of peltry, which trade alone the Company reserves to itself. But permission for even this trade is granted at places where the Company has no agent, on the condition that such traders must bring all the peltry they may be able to secure to the island of the *Manhattes*, if it is in any way practicable, and there deliver them to the director, to be by him sent hither with the ships and goods; or, if they should come here without having done so, then to unload them with due notice to the Company and proper inventory, that they

de Compagnie een Gulden van yeder leverbaer Vel / Otter ende Bever / blijvende den inkoop *Risico*

ende

[folio 4]

ende alle andere onconsten tot laste van de Patroonen ofte Eyghenaers.

XVI. Alle grove Waren die de Coloniers vande Patroonen aldaer sullen hebben gheconquesteert / 'tzy Peck / Teer / Weedasch / Hout / Granen / Visch / Zoudt / Hartsteen ofte diergelijcke / sullen met de Schepen van de Compagnie overgebracht werden teghens achthien Guldens par Last / vier duysent voor een Last gherekent / midts dat het Bootsvolck van de Compagnie het Zoudt sullen gehouden zijn te kruyen ende aenboort te brenghen / waer van de thien Lasten een hondert maecken. Ende by ghebreck van Schepen / ofte plaetse inde Schepen / vermoghen 'tselve met hun eyghen Schepen te doen overcomen op hare costen: Ende ghenieten hier te Lande alsulcke Vryheden ende Benefitien / als de Compagnie vergunt is / mits in beyde ghevallen betalende / boven de recognitie van vijf ten hondert / achthien guldens van yeder hondert Zouts / dat met de Schepen vande Compagnie overghebracht wort.

XVII. Ende alle Waren die int voorgaende Articule niet gementioneert en zijn / ende gheen Last-waren en zijn / daer van sal voor Vracht betaelt worden een Daelder voor elck hondert ponden Gewichts / ende de Wijnen / Brandewijnen / Verjuys ende Azijnen sullen betalen par Vat achthien guldens.

XVIII. De Compagnie belooft de Coloniers van de Patroonen / inden tijdt van thien Jaren niet te beswaren met Convoy / Tol / Accijs / Imposten / ofte eenighe andere Contributien: Ende na d'expiratie van de selve thien jaren / ten hooghsten met sulcken Convoy als de Goederen hier te Lande teghenwoordigh beswaert zijn.

XIX. Dat zy oock gene Coloniers van de Patroonen / Man ofte Vrou / Soon ofte Dochter / Dienst knecht ofte Dienstmaecht / sullen uyt haren dienst onttrecken: Ende schoon ye-

C2 mant

[folio 4b]

mant alsulcks begeerde / datse den selven niet en sullen aennemen / veel min gedooghen dat zy van hare Patroonen in eens anders

may pay to the Company one guilder for each merchantable beaver and otter skin; the cost, insurance and all other expenses to remain at the charge of the patroons or owners.

XVI. All raw materials which the colonists of the patroons shall have obtained there, such as pitch, tar, potash, timber, grain, fish, salt, limestone and the like, shall be conveyed in the Company's ships at the rate of 18 guilders per last, four thousand weight to be accounted a last, and the Company's ship's crew shall be obliged to wheel and bring the salt on board, whereof 10 lasts make a hundred.[9] And, in case of lack of ships or of room in the ships, they may send it over in their own ships at their own cost and enjoy in this country such freedoms and benefits as have been granted to the Company; but in either case they must pay, over and above the duty of five per cent, 18 guilders for each hundred of salt that is carried over in the Company's ships.

XVII. For all goods not mentioned in the foregoing article and which are not carried by the last there shall be paid for freight one daelder for each hundred pounds weight; and for wines, brandies, verjuice and vinegar, there shall be paid 18 guilders per cask.

XVIII. The Company promises the colonists of the patroons not to lay any duties, tolls, excise, imposts or any other contributions upon them for the space of 10 years; and after the expiration of the said 10 years, at the highest, such dues [only] as the goods pay here at present.

XIX. They will not take from the service of the patroons any of their colonists, either man or woman, son or daughter, manservant or maidservant; and, though any of these should desire it they will not receive them, much less permit them to leave their patroons and

[9] Hundred; an old measure for coarse salt, equal to 248 hectoliters, about 704 bushels.

dienst souden overloopen / als nae voorgaende schriftelijcke bewilliginghe van hare Patroonen. Ende dit geduyrende den tijdt van sulcke Jaren als zy aen hare Patroonen verbonden zijn / na welcker expiratie het de Patroonen vry sal staen de Coloniers / die in haren dienst niet willen continueren / hier te doen brengen / ende dan eerst in hare vryheyt te stellen. Ende so wat Colonier aen een ander Patroon overloopt / ofte buyten zijn Contract hem in vryheyt sal begeven / den selven beloven wy / na vermoghen / te doen leveren in handen van zijnen Patroon ofte Commijs / om aldaer na gelegentheyt van saken teghens hem gheprocedeert te worden / na Coustume deser Landen.

XX. Alle Vonnissen by de Gerechten van de Patroonen gewesen / monterende boven de somme van vijftigh Guldens / daer van sal Appel vallen aen den Commandeur ende Raden van de Compagnie in Nieu-Nederlandt.

XXI. Ende belanghende de particuliere Persoonen / die voor haer selfs ofte anderen / die in dienst van haer Meesters hier te Lande in minder ghetal / als de Patroonen / derwaerts als vrye Luyden sullen gaen woonen / sullen met goet vinden van den Directeur ende Raedt aldaer / soo veel Landts vermogen te kiesen ende aenveerden / als zy bequamelijck sullen konnen bearbeyden / ende 'tselve in vollen eygendom behouden / voor haer oft voor haer Meesters.

XXII. Oock vermogen te vangen met de vrye Jacht / so te Water / als te Lande / generalijck inde publijcke Bosschen ende Rivieren / ende privative / in't Resort van hare Colonien / na d'ordre van den Directeur ende Raedt.

XXIII. Soo wie 'tzy Coloniers van de Patroonen voor haer Patroonen / ofte vrye Luyden / voor haer selven / ofte andere parti-

culiere

[folio 5]

culiere voor hare Meesters / vinden bequame Stranden / Baeyen / ofte andere ghelegentheyt tot Visscheryen / ofte om aldaer Zout-Pannen te maken / vermoghen 'tselfde te aenveerden ende te bearbeyden in vollen eyghendom / met exclusie van alle anderen. Werdt de Patroonen van de Coloniers ooc Schepen toegestaen te senden langs de Custe van Nieu-Nederlant op de Visscherye van de Cabeljauw / ende met de Vanghst te gaen adroicturé na Italien ofte andere Neutrale Landen; midts in sulcken ghevalle aen de Compagnie voor recognitie te betalen ses guldens par Last: Ende

enter into the service of another, except on written consent obtained previously from their patroons and this for and during so many years as they are bound to their patroons; after the expiration whereof, the patroons shall be at liberty to bring hither such colonists as will not continue in their service and then only to set them free. And if any colonist runs away to another patroon, or, contrary to his contract, leaves his service, we promise to do everything in our power to deliver the same into the hands of his patroon or *commis* that he may be prosecuted there according to the customs of this country, as occasion may require.

XX. From all judgments given by the courts of the patroons above 50 guilders, there shall be appeal to the Company's commander and council in New Netherland.

XXI. And as to private persons who on their own account, or others who in the service of their masters here in this country shall go thither and settle as freemen in smaller numbers than the patroons,[10] they may with the approbation of the director and council there, choose and take possession of as much land as they can properly cultivate and hold the same in full ownership either for themselves or for their masters.

XXII. They shall also have rights of hunting, as well by water as by land, in common with others in public woods and rivers and exclusively within the limits of their colonies, according to the orders of the director and council.

XXIII. Whosoever, whether colonists of the patroons for their patroons, or free men for themselves, or other private persons for their masters, shall find any shores, bays or other places suitable for fisheries or the making of salt pans may take possession thereof and work them as their own absolute property to the exclusion of all others. The patroons of colonists are granted permission also to send ships along the coast of New Netherland on the cod fishery, and with the catch to go directly to Italy or other neutral countries, provided they pay to the Company in such cases a duty of six guilders per last; and if they come to this country with their lading,

[10] Smaller number than that required of a patroon by art. III.

hier te Lande comende met hare Ladinghe / vry zijn / sonder onder pretext van dit consent / ofte van de Compagnie / eenighe andere Waren na Italien te voeren / op arbitrale straffe / blijvende in't believen van de Compagnie een *Sobra Cargo* op elck Schip te stellen / als in't elfste Artijcul.

XXIV. Ende indien yemant van dese Coloniers / door zijn industrie ende naersticheyt / quame te ontdecken eenige Mineralen / costelijcke Gesteenten / Cristallen / Marmoren ofte yets diergelijcke / oock eenighe Visscheryen van Peerlen / sullen de selve de Patroon ofte Patroonen van alsulcke Colonie eygen blijven; midts de Vinder toeliegghende voor een premie sulcx als de Patroon alvoren met zijn Colonien sal stipuleren by Contract. Ende sullen de Patroonen vry zijn van alle recognitie aen de Compagnie den tijdt van acht Jaren / ende alleen voor 'toverbrenghen betalen twee ten hondert / ende nae de voorschreven acht Jaren voor recognitie ende vracht / een achtste part van 'tghene het hier te Lande waerdigh is.

XXV. De Compagnie sal alle Coloniers / soo vrye / als dienstbare nemen in hare Sauvegarde / ende deselve teghens alle Inlandtsche ende Wtlandtsche Oorloghe ende gheweldt / met de macht die zy aldaer heeft / helpen defenderen / soo veel moghelijck zijn sal.

[folio 5b]

XXVI. Soo wie eenighe Colonien sullen planten buyten 'tResort van *Manhattes* Eylandt / sullen ghehouden wesen de Wilde van die plaetse voor de grondt te contenteren / ende de Limiten van hare Colonien moghen vergrooten / midts na advenant Coloniers daer plantende.

XXVII. Sullen haer oock de Patroonen ende Coloniers / insonderheydt evertueren / om op't spoedighste eenighe middelen onder haer te vinden / waer mede zy den Predicant ende Schoolmeester sullen mogen onderhouden / op dat de Godsdienst ende yver tot de Religie in haer niet en verflaeuwe / ende voor 'teerste derwaerts een Siecke-Trooster versorghen.

XXVIII. De Colonien die op de respective Rievieren ofte Eylanden sullen comen te legghen / sullen vermoghen (te weten / elcke Rieviere ofte Eylandt voor sich) een Gecommitteerde uyt te maecken / die den Commandeur ende Raedt van dat Gheweste sal informeren / ende zijns Colonies saecken by den Raedt be-

they shall be free, but they shall not, under pretext of this consent or [leave] from the Company, carry any other goods to Italy on pain of peremptory punishment, it remaining at the option of the Company to put a supercargo on board each ship as in the eleventh article.

XXIV. In case any of the colonists, by his industry and diligence should discover any minerals, precious stones, crystals, marbles or the like, or any pearl fishery, the same shall be and remain the property of the patroon or patroons of such colony, provided the discoverer be given such premium as the patroon shall beforehand stipulate with his colonists by contract. And the patroons shall be exempt from the payment of any duty to the Company for the term of eight years, and for freight merely shall pay two per cent; and after the aforesaid eight years, for duty and freight, one eighth part of what the same may be worth in this country.

XXV. The Company will take all the colonists, free men as well as those that are in service, under its protection and help to defend them against all domestic and foreign attacks and violence, with the forces it has there, as much as lies in its power.

XXVI. Whosoever shall settle any colonies out of the limits of *Manhattes* Island must satisfy the Indians of that place for the land and may enlarge the limits of their colonies if they settle a proportionate number of colonists thereon.

XXVII. The patroons and colonists shall in particular endeavor as quickly as possible to find some means whereby they may support a minister and a schoolmaster, that thus the service of God and zeal for religion may not grow cool and be neglected among them, and they shall for the first, procure a comforter of the sick there.

XXVIII. The colonies that shall be established on the respective rivers or islands (that is to say, each river or island for itself), may appoint an agent, who shall give the commander and council information about that district and further matters before the council

vorderen; Van welcke Gecommitteerde alle twee Jaren een sal verandert worden / ende alle de Colonien sullen ghehouden zijn / ten minsten alle twaelf Maenden / pertinent rapport van haer Colonie ende Landen daer ontrent / aen den Commandeur ende Raedt aldaer over te senden.

XXIX. De Coloniers sullen niet vermoghen aldaer eenighe Wollen / Linnen ofte Cattoene Lakenen te maecken / ofte eenighe andere stoffen te Weven; op pene van uytghestooten ende als meyneedigh arbitralijck ghestraft te worden.

XXX. Sal de Compagnie haer evertueren / om aen de Coloniers soo veel Swarten toe te stellen / als haer moghelijck wesen / sal / op de ordre daer van te maecken; sonder nochtans daer in ghehouden of verbonden te zijn / verder of langer als haer sulcx soude moghen ghelieven.

De

[folio 6]

XXXI. De Compagnie belooft 't Fort op 'tEylandt van de *Manhattes,* op het spoedighste te doen voltrecken in behoorlijcke defensie. Ende dese Vryheyden ende Exemptien by hare Hoogh-Mogh. de Heeren Staten Generael te doen approberen ende confirmeren.[11]

FINIS.

t'AMSTELREDAM,

Gedruckt by Theunis Jacobsz. Anno 1631.

[11] Note in manuscript: *17. Juny 1629 gearresteert.*

1520

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t'AMSTELREDAM,

Gedruckt by Theunis Jacobsz. Anno 1631.

Last page of *Vryheden ende Exemptien*
From *V.R.B. Mss* 61. Slightly reduced

relating to his colony; of which agents one shall be changed every two years; and all colonies must, at least once in every 12 months, send an exact report of their colony and of the lands thereabout to the commander and council there.

XXIX. The colonists shall not be permitted to make any woolen, linen or cotton cloth, nor to weave any other stuffs there, on pain of being banished and peremptorily punished as oath breakers.

XXX. The Company will endeavor to supply the colonists with as many blacks as it possibly can, on the conditions hereafter to be made, without however being bound to do so to a greater extent or for a longer time than it shall see fit.

XXXI. The Company promises to finish the fort on the island of the *Manhattes,* and to put it in a posture of defense without delay. And to have these Freedoms and Exemptions approved and confirmed by their High Mightinesses the Lords States General.[12]

FINIS.

AT AMSTELREDAM.

Printed by Theunis Jacobsz. Anno 1631.

[12] Note in manuscript: Passed June 7, 1629.

Notification by Samuel Godyn, Kiliaen van Rensselaer and Samuel Blommaert that they send two persons to New Netherland to inspect the country[13]

January 13, 1629

Extract from the register of resolutions of the West India Company, Chamber of Amsterdam.

The 13th of January 1629

President *Samuel Godyn* President *Godyn* and Mr *Rensselaer* notify the Chamber that their honors together with Mr *Blommaert* by the ships now going to New Netherland send two persons, one named *Gillis Houset,* sailor, the other *Jacob Jansz Cuyper,* with the intention, in case they make favorable report to their honors, of planting a colony there in accordance with the conditions[13a] drawn up by the Assembly of the XIX.

Registration by Michiel Pauw of a colony on the river of Sickenames[14]

June 7, 1629

Extract from the register of resolutions of the West India Company, Chamber of Amsterdam

The 7th of June 1629

President *Jacques de La Mine* Confrater *Michiel Pauw* notifies this Chamber that his honor declares himself as patroon of a colony which he agrees to plant, on the conditions ratified today in the Assembly of the XIX, in New Netherland, on the river of

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[13] *V. R. B. Mss, Letter Book,* f. 9b. Other copy in *V. R. B. Mss* 33, entitled: *Lijste vande Colonien Ter Camere van amsterdam aengegeven, ende jnde Vergaderinghe vande xixen: in Zeelandt den 21: decemb 1630: geextraheert* (List of the colonies registered with the Chamber of Amsterdam, abstracted for the Assembly of the XIX, in Zealand, Dec. 21, 1630); and endorsed: *Pretensien vande Participanten inde Colonie Rensselaersrwijck* (Claims of the participants in the colony of Rensselaerswyck).

In the *Letter Book* occur two series of extracts from the register of resolutions of the West India Company, Chamber of Amsterdam; the first of these is found on f.9b–10 and includes entries for Jan. 13, June 7, June 19, Oct. 15, Oct. 22, Nov. 1, Nov. 16, Nov. 19, 1629, and April 17, 1630; the second series is found on f.38b–40b and includes entries for Nov. 7, 1630, May 16, May 19 and July 7, 1631. Similarly *V. R. B. Mss* 33 is composed of extracts from this register of resolutions for Jan. 13, June 7, June 19, Oct. 15, Oct. 22, Nov. 16, Nov. 19, 1629, Jan. 10, April 17 and Nov. 7, 1630; and *V. R. B. Mss* 34 is composed of extracts for June 19, Nov. 1, Nov. 16 and Nov. 19, 1630. For Nov. 19, 1629, *V. R. B. Mss* 35 gives an additional copy. The entry for each of these dates has been printed but once and that under its own date.

[13a] Draft of the charter of Freedoms and Exemptions, March 28, 1628.

[14] *V. R. B. Mss, Letter Book,* f. 9b. Other copy in *V. R. B. Mss* 33.

Sickenames,[15] beginning at the entrance of the said river, and prays the said Chamber to be pleased to take notice thereof.

Registration by Samuel Godyn of the colony of Swanendael, on the bay of the South River[16]

June 19, 1629

Extract from the register of resolutions of the West India Company, Chamber of Amsterdam

The 19th of June 1629

President *Jehan Gra[s]* Mr *Samuel Godijn* having heretofore caused it to be registered here that he intended to plant a colony in New Netherland and that to that end he had engaged two persons to go thither to inspect the situation of the country, declares now that he agrees to occupy in the capacity of patroon the bay of the South River, on the conditions ratified at the last session of the XIX, of which he also advised Director *Pieter Minuict* by the last ships and charged him to register the same there.

Registration by Michiel Pauw of a colony on the island of Fernando do Noronho[17]

October 15, 1629

Extract from the register of resolutions of the West India Company, Chamber of Amsterdam

The 15th of October 1629

Vice President *Henrick Hamel* Mr *Michiel Pauw* declares himself as patroon of the island thus far called *Isle fernande Noronho*[18] and states that he intends to plant a colony there at the earliest opportunity in

[15] Sickenames, or Siccahanis River, a stream east of the Connecticut River; see *Carte Figurative*, 1616, *Doc. rel. to Col. Hist. N. Y.*, 1:13.

[16] *V. R. B. Mss, Letter Book*, f. 9b. Other copy in *V. R. B. Mss* 33. Third copy in *V. R. B. Mss* 34, entitled: *Extrackten uijt het Register der Resolutien genomen bijde Bewinthebberen vande Geoctroijeerde Westindische Compaignie ter Camere tot Amstelredam* (Extracts from the register of resolutions passed by the directors of the Chartered West India Company, Chamber of Amsterdam); and certified by Notary Joost van de Ven, Oct. 19, 1649, to agree with the original extracts certified by Gijsbert Rudolphij. Translation revised from O'Callaghan, *History of New Netherland*, 1:479.

[17] *V. R. B. Mss, Letter Book*, f. 9b. Other copy in *V. R. B. Mss* 33.

[18] Fernando do Noronho; island in the South Atlantic Ocean, 125 miles from the eastern extremity of Brazil.

accordance with the Exemptions and Freedoms ratified on the 7th of June 1629 by the Assembly of the XIX.

Registration by Albert Coenraets Burgh of a colony on the island of St Vincent[19]

October 22, 1629

Extract from the register of resolutions of the West India Company, Chamber of Amsterdam

The 22d of October 1629

President Henrick Hamel

Mr *Albertus Conradus* declares himself as patroon of *St Vincent,* among the *Carische*[20] Islands and states that he intends to plant a colony there at the earliest opportunity in accordance with the Exemptions and Freedoms ratified on the 7th of June 1629 by the Assembly of the XIX.

Registration by Albert Coenraets Burgh and others of a colony on the east side of the South Bay[21]

November 1, 1629

Extract from the register of resolutions of the West India Company, Chamber of Amsterdam

The 1st of November 1629

President Hendrick Hamel

Mr *Albert Coenraets* and Company declare themselves from now on as patroons of the east side of the South Bay, beginning at the mouth of the bay [and extending] to the narrows of the South River opposite the land which *Gillis Houset* bought for his masters, intending to send a colony thither at the first opportunity in accordance with the articles ratified by the Assembly of the XIX.

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[19] *V. R. B. Mss, Letter Book,* f. 9b. Other copy in *V. R. B. Mss* 33.

[20] Caribbean.

[21] *V. R. B. Mss, Letter Book,* f.10. Other copy in *V. R. B. Mss* 34.

Registration by Samuel Blommaert of a colony on the Fresh River[22]

November 16, 1629

Extracts from the register of resolutions of the West India Company, Chamber of Amsterdam

The 16th of November 1629

President *Michiel Pauw* Confrater *Samuel Blommaert* declares himself from now on as patroon of the Fresh River, lying in New Netherland between the North River and the river of *Siccanames,* intending to send a colony thither at the first opportunity (in accordance with the articles ratified by the Assembly of the XIX, and giving the river the name of *Blommerts* River).

Registration by Kiliaen van Rensselaer and associates of a colony above and below Fort Orange, on both sides of the North River[23]

November 19, 1629

Clein Segel
2 st [signed] J bruijningh

Copy

Extract from the register of resolutions kept by the directors of the Chartered West India Company, Chamber of Amsterdam

Monday the 19th of November 1629

President *Simon Verdoes*[24] *Kiliaen van renselaer* declares himself *cum suis* from now on as patroon on the North River of New Netherland beginning above and below Fort Orange,[25] on both sides of the river with the islands therein, as many leagues downwards as the Assembly of the XIX has determined, intending to send a colony thither at the first opportunity on the conditions framed as aforesaid

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[22] *V. R. B. Mss, Letter Book,* f.10. Other copies in *V. R. B. Mss* 33 and 34, from which the part in parentheses has been supplied.

[23] *V. R. B. Mss* 35, marked No. 1. Other copies in *V. R. B. Mss* 33, 34 and *Letter Book,* f.10, from the last named of which copies the name of the president has been supplied.

[24] Given as *Simon van der Does* in de Laet, *Iaerlijck Verhael.*

[25] *Beginnende boven ende beneden Van het fort Oraignien.*

by the Assembly of the XIX. Underneath was written: Agrees with the aforesaid register; and was signed: In the absence of the advocate, *Johannes Dijckman.*

After collation this is found to agree with the authentic extract, which I, notary public residing at Amsterdam certify and in witness whereof I have hereto affixed my signature, this 19th of April 1649.

[signed] *J: vande Ven*
nots Pub.

$A^o: \frac{xix.}{4.}$ *1649.*

Registration by Michiel Pauw of the colony of Pavonia, on both sides of the North River, from the Narrows north[26]

January 10, 1630

Extract from the register of resolutions of the West India Company, Chamber of Amsterdam

The 10th of January 1630

M Pauw declares himself as patroon of the colony which, in conformity with the Exemptions and Freedoms ratified by the Assembly of the XIX, he agrees to plant at the first opportunity, beginning on the west side with *Machack machoons* land which is included, thence southward to the *hamels hooffden,*[27] and on the east side from the *Hamels hooffden* northward as far as the Freedoms allow, including the islands situated within these limits, everything in New Netherland, on both sides of the North River.

Instructions to Bastiaen Jansz Krol[28]

January 12, 1630

Copy

Laus deo, the 12th of January 1630, in Amsterdam

Instructions from *Kiliaen van Rensselaer* for *Bastiaen Ianssen Crol, commis* at Fort Orange, who if he sees fit may call to his assistance *Dirck Cornelissz,* his *onder-commis,* and such other persons as he shall think best and advisable.

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[26] In *V. R. B. Mss* 33.
[27] The Narrows.
[28] *V. R. B. Mss, Letter Book,* f.35b. Extract in *V. R. B. Mss* 36.

First, *Crol* shall try to buy the lands hereafter named for the said *Rensselaer,* from the *Mahijcans, Maquaas* or such other nations as have any claim to them, giving them no occasion for discontent, but treating them with all courtesy and discretion.

And what he shall give to the said nations in consideration of the aforesaid purchase, he shall take (according to the order of the Company) from its merchandise, charging the same by measure or weight to the said *Rensselaer.* The limits he shall extend as far as possible, as high above Fort Orange and as far inland as they will in any way cede, equally below Fort Orange, even if it were five or more leagues above and as many below the same fort, and as far inland as possible,[29] specially in places where there is flat and good land and the least underbrush and trees. He shall also inspect the same as carefully as possible in order to write to me all the particulars thereof, to wit, how many islands from the uppermost to the lowest part there are in the said river, how long and wide they are and what kind of soil they have, to wit, each island separately, also how far the same are apart from each other and from the mainland, about how deep the water is and what further may be of interest.

Also, how much flat and arable land there is along the river, that is the width and the length of each piece, also what follows toward the inland in the way of woods and mountains, stating what kinds of wood, soil, stone, minerals and the like there are; all of which land he can measure by pacing.

In case he can not purchase the said lands from one or two nations, that he purchase the same from all who pretend any right to them. Having bought the islands, that he convene not only the respective chiefs but all the people, in order to make the payment in the presence of them all, and that he takes then the chief of each nation to the island of the *Manhates* to confirm the purchase before the director and council, and that he have the same recorded among the resolutions and send me a copy.

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[29] *de Limiten, sal hy soo wijt nemen als hy eenighsins sal connen doen, Soo hooge ende breet boven het fort Orangien als syluijden eenichsins sullen willen afstant doen als mede beneden het fort Orangien alwaer het vyff ofte meer mijlen boven ende oock soo veele beneden hetselve fort en soo diep telande in als eenighsins doenlyck is.* It is not clear from this statement whether the patroon intended that the land should extend, if possible, five Dutch miles or leagues above Fort Orange and as many below, or that it might be situated at a distance of five leagues from Fort Orange, above and below. In view of the limitation of four leagues in the fifth article of the Freedoms and Exemptions as to land to be purchased on one side of a navigable river and the actual purchase in 1630 and 1631 of exactly four leagues on the west side of the river, it is likely that the second interpretation is correct, though the actual wording is in favor of the first interpretation.

Herewith a wood-measure rule, 1 ½ feet long, the foot containing 11 inches, 13 feet making one Amsterdam rod and 600 [square] rods one morgen of land.

These instructions the said *Crol* shall communicate to Director *Pieter Minuit,* with the request to show me such favors as the service of the Company permits and no others, notifying him that I have engaged *Wolffert Gerritssz,* farmer, to direct provisionally all my affairs concerning the farms and purchase of cattle, [asking him also to] show [said Gerritssz] every favor as to what he may need for me for that purpose, also to cause to be made what he may want in the way of hardware or other things and to charge the same to my account, and if he needs any carpenters, for the erection of my houses, barracks, barns, sheepfold or other buildings, to accommodate him therewith if they are not more needed for the Company, otherwise, as *Cornelis Lambertssz Steenbacker* needs carpenters and smiths for making his tile and brickyard, the same men could at my expense work some days or weeks for me, and if I should need a sloop or boat, master *Reyn Harmanssen* could make the same at my expense.

The said *Crol* shall also take due notice of everything that is done for me near Fort Orange, taking good care that the house be built near the creek on the west side of the river, on the north side of the creek, on the bluff, so that there shall be no danger of being flooded by high water, and that at first the said house be made plain and simple, large and tight, and if tiles could be made ready, that the house be covered therewith.

That the land close to Fort Orange as well as near the said creek be tilled first, thereafter that on the south side of the house, and that the islands be kept for hay and as pasture for the cattle, sheep, hogs, etc.

If it is a good acorn year there, that *Wulffert Gerritssen* or his foreman have a good quantity bought up for me to be kept for the winter as feed for the hogs.

Also to look out that my men work faithfully and diligently, and that they do not cheat me or sell any of my goods, and yearly to report to me the number of horses, cows, sheep and hogs I have, how old they are and how many have died or been born each year.

Also to credit the account of the provisions which my men may buy from the Company with the milk, butter, meat and bacon which they should deliver in return, the prices being reciprocally made as reasonable as possible.

Further, to advise me by all favorable opportunities of everything that, from lack of knowledge of circumstances, I can not provide for.

In witness that I have requested this of him with promise of proper compensation for his trouble, I have signed this with my own hand. Done as above.

Underneath was written: *Kiliaen van Rensselaer*

Instructions to Wolfert Gerritsz[30]

January 16, 1630

Instructions from *Kiliaen van Rensselaer* to *Wulfert Gerritssen van Amersfoort*[31], this 16th of January 1630, in Amsterdam

Wulfert Gerritssz aforesaid is engaged by *Rensselaer,* his service to begin on his arrival in that country. He is bound for four summers, but *Rensselr.* may end the contract after one or two summers.

The annual term of service of *Wulfert* is agreed upon to be from April to November, when all the winter seed is in the ground; and if it is very necessary he must stay through the winter and he shall receive 20 guilders for each month of service[32] being at his own expense as to board.

I have further engaged for four years beginning in that country, *Rutger Henrickssz van Soest,* 32 years old, who shall receive 120 guilders a year; have paid the same in advance f50 and f5 by way of present.

Brant Peelen van Nijckerck on the above conditions for four years at 110 guilders a year; paid the same in advance f15 and by way of present f10; is 40 years old.

Pieter Hendrickssen van Soest, as boy, shepherd or plowboy;[33] also four years at 15 guilders a year and paid him in advance 15 guilders.

As soon as they with God's help arrive in New Netherland, *Wulffert Gerritssz* and the aforesaid persons shall go before the commander and council and make promise there that not one of them

[30] *V. R. B. Mss, Letter Book,* f.37.

[31] In the *N. Y. Col. Mss,* he is occasionally referred to as *Wolfert Gerritsz van Couwenhoven.* Couwenhoven is a farm or country seat about four miles northwest of Amersfoort.

[32] *Naer de Lopende maenden;* literally, according to the current months.

[33] *Ploech-dryver.*

will trade in any peltries or skins, on forfeiture of their wages. On the way over they shall take care of 12 ewes and one ram which I have bought and send thither, that the same may arrive safely.

Further, as the farm of *Evert Jocken*, deceased, which (he having died) has been granted to *Rutger Henrickssen van Soest*, is not all of it fit for cultivation, as it has only just been begun, *Wulfert* shall go with *Rutger* before the commander and council and state that they will take care that the plowed land of the said farm, according to the conditions of the lords directors communicated to the council, shall be cultivated in order that the Company may draw its interest therefrom and, as they according to the same order of the directors have the right to transport the cattle with the wagons, plows and all other things which the Company has on the said farm to other places, that they intend to move the same near Fort Orange, and as they, like the other farmers, must pay within six years 600 guilders in money with the [increase of the] cattle and other animals, for the four horses, four cows, two heifers, six sheep, six hogs, wagons and plows, that *Kiliaen van Rensselaer* agrees to pay the said amount and cattle to the Company.

And as *Evert Jockes* has died, if the widow should some day in any wise be able to enlarge the said farm, *Wolffert Gerritssz* shall try to come to an understanding with her on the best possible terms and concede her one or two cows in order to make progress in that way. As to the plowed land, which amounts to little, she can have that cultivated by others.

And inasmuch as *Rensselaer* has agreed to plant a colony, and is thereby bound to support 50 people in that country, he must necessarily have many animals or will otherwise not be able to maintain his colony. *Wolffert Gerritssz* shall therefore try to obtain as many animals as possible from this one and that one, paying first of all attention to the two horses of the stave splitters, which belong to them and which he can obtain by giving them a small profit, as they are no longer going to split staves.

Secondly, as I have entered into an agreement with confrater *Paauw* concerning the remaining animals in that country, after the eight farms shall each have been provided with four horses, four cows, two heifers, six sheep and six hogs, which are to be sold there by order of the directors, *Wulfert* shall address the director respecting this matter that his honor may act therein according to the letter signed by confrater *Paauw* and myself and written to the

director and sent by *Bastiaen Janssz Crol.* We find by estimate that there are about 28 animals in all, of which 15 would be for me and 13 for Mr *Michiel Paauw,* as is specified in the letter.

Among these would be for me:

1 stallion of two winters
1 stallion of one winter
1 bull
3 bulls of one winter
3 mares of two winters
2 mares of one winter
1[33a] cows of three winters

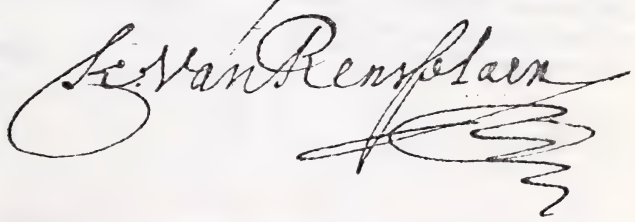
Total 15 animals

Further, *Wulfert Gerritssz* shall try to obtain as many sheep as he can at reasonable price, to send those up too; also, as many hogs as he can conveniently feed, herd or fatten, to sell in that country, or otherwise to cure or pickle for the purpose of sending them hither.

To *Bastiaen Janssz crol* I have given an extract from the Resolution book of the Company, wherein I have declared myself as patroon of the North River, above and below the fort, which land *Bastiaen Janssz croll* shall try to purchase for me according to the instructions given him.

What further may be necessary for the accomplishment of this task *Wiffert Gerritssz* shall do according to circumstances and write me all the particulars thereof, and try to have the house built at the place of which I have written to *Crol;* other matters I leave to their discretion and wish them good luck on their voyage.

[signed]



[33a] Should probably be 4.

First combination of colonies in New Netherland and shares each partner is to have in them[34]

February 1, 1630

Clein Segel [signed]
2 'st *J bruijningh*

Copy

Original draft of the first combination of the colonies and of what shares each one is to have in the others' colonies, the direction of each colony being reserved to the patroon by whom the colony was registered and in whose name it was bought of the owners according to the sealed instruments.

Remarks on the colonies in New Netherland,
this first of February 1630
Participants in the said colonies

Mr *Coenradus* on the east side of the bay of the South River 2/5
Samuel Godyn ditto..... 1/5
Samuel Blommaert..... 1/5
K. V. rensselaer..... 1/5

Total..... 5/5

This colony was abandoned and not established.

Hereof Mr *Coenradus* is to have the management in his name.

Mr *Samuel Godijn* on the west side of the bay of the South River 2/5
Mr *Coenradus*..... 1/5
Blommaert 1/5
rensselaer 1/5

Total..... 5/5

This colony, to which later other participants were added, was begun and finally sold to the West India Company.

Hereof Mr *Godijn* is to have the management in his name,

[34] *V. R. B. Mss* 37, Marked No. 2, f.ij. Notarial copy prepared by Joost van de Ven, April 19, 1649, in connection with the controversy between the copartners and the guardians of Johannes van Rensselaer. Other copy, without notes, in *Letter Book*, f.16b.

Mr *Samuel blommaert* on the Fresh River	2/5	This colony was not established but abandoned.
Mr *Coenradus*	1/5	
Godijn	1/5	
rensslaer	1/5	
Total	5 /5	

Hereof Mr *Blommaert* is to have the management in his name.

K. V. Rensselaer about Fort Orange	2/5	This colony was established by *K: V: rensselaer,* as patroon, who later bought another 1/10 share from the heirs of *Godijn* and has now 5/10 shares, the just 1/2, besides the rights of the patroonship for himself and his heirs. *Rensselaer* later bought the remaining 1/10 share of *Godijn,* deceased, from *jacob* and *hendric trip,* so that *rensselaer* owns 6/10 shares.
Mr *Coenradus*	1/5	
Godijn	1/5	
Blommaert	1/5	
Total	5 /5	

Hereof *rensselaer* is to have the management in his name.

Each director shall consult the other participants and ask their advice in regard to all matters under the sum of 2000 guilders for each respective 1/5 share, but above the aforesaid 2000 guilders and up to 4000 guilders for each respective 1/5 share everything must be decided by majority of votes, and above that amount by unanimous vote.

The original is written on a half sheet of paper in the, to me well known, hand and penmanship of Mr *Kiliaen van Rensselaer,* deceased, during his lifetime patroon of the colony of Rensselaerswyck in New Netherland, which I, *judoco vande Ven, scsc. imperiali ab Curie hollandie authoritatibus Notarius publicus Amstelodami residens,* certify and in witness thereof have hereunto affixed my notarial signature, this 19th of April 1649 in Amsterdam.

[signed] *J: vande Ven*
Nots Pub.

A°. $\frac{xix}{4.}$ *1649.*

Registration by Samuel Blommaert of a colony on the island of St Martin or on Barbados, among the Caribbean Islands[35]

April 17, 1630

Extract from the register of resolutions of the West India Company, Chamber of Amsterdam

The 17th of April 1630

President *Hendrick Breen* [36] Mr *Blommaert* declares that he is inclined to plant a colony on the island of *S^t. Martin* or on *Barbadas*, among the Caribbean Islands, of which he requests a patent, which is hereby granted to his honor on the conditions granted to others. He declares further that he is also inclined to send a ship to get salt and to inspect the said island.

Certificate of purchase from the Indians of land on the west side of the Hudson River from Smacks Island to Moenemin's Castle and of tract of land on the east side opposite Castle Island and Fort Orange[37]

August 13, 1630

Anno 1630, this day the 13th of August. We, the director and council of New Netherland, residing on the island the *Manahatas* and in Fort Amsterdam, under the jurisdiction of their High Mightinesses the Lords States General of the United Netherlands and the Chartered West India Company, Chamber of Amsterdam, do hereby testify and declare, that on this day, the date underwritten, before us appeared and presented themselves in their proper persons, *Kottamack, Nawanemit, Abantzeene, Sagiskwa* and *Kanamoack,* owners and proprietors of their respective parcels of land

[35] *V. R. B. Mss, Letter Book,* f.10. Other copy in *V. R. B. Mss* 33.

[36] Given as *Hendrick Broen,* in de Laet, *Iaerlijck Verhael.*

[37] *V. R. B. Mss, Letter Book,* f.1. The original of this document is now in the possession of the Hon. John Boyd Thacher, of Albany. A facsimile and translation are in Wilson's *Memorial History of the City of New York,* 1:163–64; a smaller, but clearer, facsimile is in Avery's *History of the United States,* 2:221. A transcript from a notarial copy of the original is in *Holland Documents,* 1:181–84, of which O'Callaghan's translation is in *Doc. rel. to Col. Hist. N. Y.,* 1:44. The present translation is based on O'Callaghan's but follows the text of the copy in the *Letter Book* in spelling of proper names and in the close.

As explained at length in a footnote to the certificate of May 1631, on p. 181 the present certificate, contrary to the statements made by historical writers, relates to the *first* purchase for Kiliaen van Rensselaer of land from the Indians in the vicinity of Fort Orange.

extending up the river, south and north, from the said fort[38] to a little south of *Moenemines* Castle,[39] belonging to the aforesaid proprietors jointly and in common, and the land called *Semesseeck*, belonging to the aforesaid *Nawanemit* individually, lying on the east bank from opposite Castle Island[40] to the above mentioned fort; also, from *Petanock*, the mill creek, north to *Negagonse;* in extent about three leagues;[41] and declared freely and advisedly that for and on account of certain quantity of merchandise which they

[38] *van dito fort aff.* The description of the land in this certificate is literally copied from that in the certificate of Aug. 6, 1630, recorded in *Dutch Patents, GG,* p. 4–6, in which the words *dito fort* refer to Fort Orange, mentioned at the beginning of the document. A translation of the main body of *Dutch Patents, GG,* p. 4–6, is in *Doc. rel. to Col. Hist. N. Y.,* **14**:1–2. A facsimile and translation of the original parchment certificate of Aug. 6, 1630, are in Wilson, *Memorial History of the City of New York,* **1**:163.

[39] Situated on what was formerly called Haver Island, and now Peobles Island, at the mouth of the Mohawk River.

[40] *casteels eylandt.*

[41] Statements by Kiliaen van Rensselaer regarding the purchases of land from the Indians in his letter to de Laet, June 27, 1632 (see p. 197) and in the "Account of the jurisdictions," July 20, 1634 (see p. 307) show that historical writers have erred in their description of the territory covered by this first purchase of Aug. 13, 1630. Their error is directly traceable to a misconception on the part of Jan Baptist van Rensselaer as to the location of the tracts referred to as Petanock and Negagonse, which, in his letter of June 10/20, 1678 (O'Callaghan, *History of New Netherland,* **1**:125), he places on the east side of the river, whereas the "Account of the jurisdictions" distinctly states that they were on the west side, Petanock being defined as a tract south and north of the "mill creek," by which is meant the Normans Kill, also including West or Castle Island, and Negagonse as a tract extending up to Moenemin's Castle, presumably from the north end of Castle Island or a point just south of Fort Orange. From these statements, which are confirmed by the certificates of March 1633, by Gerrit Willemsz Oosterum and Peter Minuit, mentioned by Jan Baptist van Rensselaer, it is evident that the purchase of Aug. 13, 1630, embraced: 1, the land on the west side of the river from Fort Orange to the Mohawk; 2, a small tract on the east side of the river, on both sides of the present Mill Creek, from opposite Castle Island to a point opposite Fort Orange; 3, the land on the west side of the river from a point south of the Normans Kill to the north point of Castle Island, or possibly to Fort Orange.

As to the precise location of this point south of the Normans Kill we have no information; from the patroon's statement in his letter to de Laet, after the purchase of land from Beeren Island to Smacks Island, that they had "all the shore along the river on the west side, from *beeren* Island to *Momenis* Castle," we may infer however that the purchase of Aug. 13, 1630, included all the land on the west side of the river from Smacks Island to the Mohawk, a distance, according to the certificate, of about three Dutch miles or leagues. In May 1631, land from Beeren Island to Smacks Island was added, making the total distance along the west shore, according to the parchment map of Rensselaerswyck reproduced in this volume, exactly four Dutch miles or leagues, the extent of territory on one side of a navigable river allowed by the fifth article of the Freedoms and Exemptions. On April 23, 1637, additional land was bought on the east side from Papscanee Creek south to a point opposite Smacks Island. At later dates purchases were made of various islands, of land near the Poesten Kill, at Catskill, Bethlehem and Claverack, but no deed from the Indians is recorded or among the *Rensselaerswyck Mss,* nor is any cited in the "Case of the Colony of Rensselaerswyck," delivered on April 27, 1678, to the council of the Duke of York in support of the petition for letters patent to the colony, that covers the land on the east side of the river from a point opposite Fort Orange north.

It is curious to note that historical writers, in placing the tract "from Petanock, the

acknowledged to have received in their hands and possession before the execution hereof, by virtue and title of sale, they hereby convey, cede and make over to and for the behoof of the Hon. *Kiliaen van Rensselaer,* absent, for whom we, ex officio and with due stipulation, accept the same, namely, the respective parcels of land hereinbefore specified, with the timber, appurtenances and dependencies thereof, together with all the interests, rights and jurisdiction to them the grantors conjointly or severally belonging, constituting and substituting the said Hon. *Rensselaer* in their stead, place and right and in the real and actual possession thereof, and at the same time giving him, or those who may hereafter acquire his honor's interest, full, absolute and irrevocable power, authority and special command to hold, in quiet possession, cultivation, occupation and use, *tanquam actor et procurator in rem suam ac propriam,* the said land acquired by the aforesaid Hon. *Rensselaer;* also, to dispose of, do with and alienate it, as his honor or others should or might do with his other and own lands and domains acquired by good and lawful title, without the grantors retaining therein, reserving or holding in the least any part, right, interest or authority whether of property, command or jurisdiction, but on the contrary, hereby, desisting from, yielding, giving up and renouncing the same forever, for the behoof aforesaid; further promising not only forever to hold fast and irrevocable, to observe and to fulfil this, their conveyance, and whatever may by virtue thereof be done, but also to protect against eviction from the aforesaid land, *Obligans et Renuncians A bona fide.* In testimony whereof, this is confirmed by our usual signatures, with the ordinary pendant seal. Done at the aforesaid island *Manahatas* and Fort Amsterdam, on the day and year aforesaid. Was signed in the several hands, *Peter Minuict,* Director; *Pieter Bijlvelt, Iacob Elbertsz Wissinck, Ian Ianssen Brouwer, Sijmon Dircks pos, Reynier Harmansen.*

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mill creek, north to Negagonse" on the east side of the river, have apparently realized that the purchase of Aug. 13, 1630, did not cover the distance from Smacks Island to Fort Orange, unless the words *de Reviere op zuyden ende noorden, van dito fort aff* were taken to mean "up the river, south and north of the said fort." Any one familiar with the wording of the Dutch patents will recall however that such phrases as *zuyden ende noorden,* or *zuyd oosten ende noord westen,* occur in almost every patent and have reference either to the mere direction of the compass, south and north, or southeast and northwest, or else to two parallel courses, up one side of the land described and down the other.

If, as it would seem, no deed from the Indians to the Van Rensselaers, for land on the east side of the river from opposite Fort Orange north, was procured up to 1678, when efforts were made to secure a patent for the colony from the Duke of York, it is interesting to reflect how the evident mistake about the location of the tracts called Petanock and Negagonse may have helped to include the land on the east side, north of the present city of Rensselaer, in the patent of Nov. 4, 1685.

There was written besides: This conveyance written with mine own hand is, in consequence of the secretary's absence, executed in my presence on the thirteenth of August, XVI[c] and thirty, as above. And was signed, Lenaert Cole, deputy secretary;[42] the seal of New Netherland in red wax depending from a double strip of parchment.

Symon Dircksz Pos, councilor in New Netherland, to Kiliaen van Rensselaer[43]

September 16, 1630

TRANSLATED BY MRS ALAN H. STRONG

Worthy, wise, prudent, honorable *Guliaen van Rensel:*

Since, up to this date, I have been assisted and favored by your honor, I can not refrain from advising your honor what I think of the Company's affairs and the situation here at the present day. As to the building of a certain new ship which is now almost ready, it proves a success but damage may be done to it by the strong ice drift we are having; however, we hope to protect it sufficiently. As to the farms on the *manathans,* much land is daily being plowed everywhere by the farmers. I have strong hopes now that the honorable directors after their long waiting may at last be relieved from great expenses, since we shall be able to deliver a number of lasts of rye and wheat, raised from the land here, thus meeting heavy charges. This present year we shall be in need of much seed as we are clearing, harrowing and plowing much land. I can also not help advising your honor of the disputes which exist in this small settlement of not more than 200 or 300 people.

Now, the director and *Jan Romonde* are very much embittered against one another. Here all is left to drift as it will; they let trade slip away and do not exert themselves to increase it either by sloops or otherwise, but are very diligent in bringing exorbitant suits and charges against one another and in neglecting the interests and business of the directors. The minister, *Jonas Michielsz,* is very energetic here stirring up the fire between them; he ought to be a mediator in God's church and community but he seems to me to be the contrary. The honorable directors hear nothing but

[42] Marginal note in handwriting of Kiliaen van Rensselaer: Underneath, *Jan Lampo, Schout.*

[43] *V. R. B. Mss* 2. Printed in Dutch in *Oud Holland,* 1890, 8:70–71, as Appendix B to Mr de Roever's articles on the colony of Rensselaerswyck.

idle complaints from their subjects; one says this, the other that, so that in place of the Company's servants looking after the trading, some one else in the meanwhile goes off with the skins.

The English on the *sloepsbay*[43a] will in the meantime drive us out of the trade since we go to work so slowly and are so slack in our business. The sloops lie idle and are not sent out to trade, but were an injurious suit to be brought, people would be quick enough about it; the trade, which is of the utmost importance to the Company and ought to bring profit, they allow to go to ruin. While we here in this country are pursuing each other with suits and infamous invectives, the people send the otters and beavers under such cover as may be, stored away in their chests, from which the honorable lords will not be able to draw much profit. Well, I am no more than a man, and am grieved that I must behold such things as people here so vexing each other. As to your honor's land at Fort Orange, it has been ploughed by your honor's farmer *Wolfert Gerritsz* and I do my best, since your honor has also done his best to make a man of me, for which I am most highly grateful to your honor. I would also recommend to your honor my cousin *dirck Joosten,* who is now coming home as mate with *Jan Brouwer,* since he is a good, upright young man. As to the specification of the animals, that will appear more fully from the director's letter, but I shall carefully look after your honor's affairs here that they may bring profit to your honor. By this *dirck joosten,* I send your honor a fine bearskin, which your honor can use in traveling and boating or as your honor sees fit. Done, the 16th of September 1630, in New Netherland at the *Manathans,* Fort Amsterdam.

Your honor's willing servant,

sijmon dircxz pos

[Addressed]

The worshipful, wise, prudent, honorable *Guliaen van Renselaer,* director of the Chartered West India Company, Chamber of Amsterdam,

by *dirck ioosten,* with 1 bearskin.

[seal]

[43a] Narragansett Bay, R. I.

Agreement between the patroons, Samuel Godyn, Albert Coenraets Burgh, Samuel Blommaert and Kiliaen van Rensselaer[44]

October 1, 1630

WITH A NOTE BY KILIAEN VAN RENSSELAER OF MARCH 2, 1639

In the name of the Lord, Amen. Whereas we, the underwritten, are inclined to plant some colonies in New Netherland as elsewhere within the limits of the charter of the West India Company according to the Freedoms and Exemptions granted by the Assembly of the XIX of the said Company to all participants, and for this purpose have already had several colonies registered.

First, along the bay of the South River with the land on the west side thereof, which has been bought for us from the natives by *Gillis Houset*.

Secondly, on the east side of the South Bay from the mouth of the bay to the narrows of the said South River.

Thirdly, on the Fresh River lying between the North River and the river of *Ciccanames*.

Fourthly, along the North River above and below Fort Orange, on both sides of the said river.

Fifthly, the island *S^t^. Marttijn* or *Barbados* among the Caribbees.

And whereas we have finally obtained consent to send some people to the islands of *Tortuga* and *Majaguanc*, both lying to the north of the island *Hispaniola*, and also to furnish the French there with provisions and other necessaries, everything conformable to the respective registrations and consents, as appears from the resolution book of the West India Company, Chamber of Amsterdam. Therefore, regarding all these colonies, commercial enterprises and everything connected therewith, we have mutually and reciprocally contracted and agreed with one another, for ourselves, our heirs, successors and assigns, as we do contract and agree by these presents (notwithstanding any previous agreements or promises which may be to the contrary and which we hereby expressly abrogate and declare void) that henceforth and in the future, all the aforesaid colonies, enterprises and freedoms and what in any wise depends thereon, shall be for the advantage, profit or loss of all four of us, hereafter named, each for one just fourth part, according to which the ownership, losses and profits, purchases and sales,

[44] *V. R. B. Mss, Letter Book*, f.6b.

expenses, expenditures, cargoes, returns, cattle, agriculture, fisheries and what in anywise depends thereon, or proceeds therefrom, shall be reckoned, with this express stipulation and restriction that no one of us four shall be allowed to enter into partnership or form a company with any one else for similar purposes, or undertake anything for himself, without having first communicated and fully disclosed the same to these his partners, who if they think fit may share therein with him, each for one fourth part.

It is further stipulated that the entire direction of the work (both now and in the future) shall be in the hands of all four of us, hereafter named (but that in case of a tie the presiding officer shall have a double vote), and that all affairs of importance which concern this company in any manner must first be passed by resolution and then entered in a general resolution book, and to prevent as much as possible all disputes, it is agreed that all resolutions passed by a plurality of votes shall have the same effect as those voted unanimously. *Samuel Godijn* shall preside first for the term of three months from the date hereof, thereafter *Albertus Coenraedus* for the same length of time, thereafter *Samuel Blommaert* as above and finally *Kiliaen van Rensselaer* for the same period, so that every year each one of us four shall preside for three months.

Each one of us four shall have liberty in case of indisposition or otherwise to substitute another person in his place, on condition that he cede to the same all his powers in this company, none excepted, and if he fails to nominate any one during his lifetime, his place shall be filled successively by his nearest heirs (sons being preferred to daughters and brothers to sisters).

All books, letters, papers and other things of the kind shall be owned in common and be kept in a neutral place at the expense of the company.

All superscriptions of letters and contracts shall be made out in our four names in the order above named, but in case of death or substitution the last comer shall have the last place, and if in course of time a distinctive name be given to the company, then this name instead of the names of the directors, is to be used.

It is also agreed that a common bookkeeper and such other servants shall be engaged at the expense of the company as shall later be thought fit.

No one of this company shall be allowed to withdraw his money or to presume to reap for himself alone the benefit of his share in the returns or other goods, but everything must be done in the name

of the company, no one having the right to take anything for himself. To this end we shall settle what each one may take under his care, of which he shall be commissioner[45] for such time as shall be voted; also that the treasurer shall pay nothing that is not provided by resolution or signed by order of two partners and in their absence by the presiding officer.

For the purposes of this company it is agreed to form a capital of twenty thousand guilders, that is for each director's portion or fourth share, five thousand guilders, which money must be paid into the hands of the treasurer at such time as shall hereafter be decided, and in case any one of us fail to furnish his quota aforementioned he shall be obliged to pay to the company one month after the said date interest at the rate of one penny in sixteen, and if the said delay should be longer than half a year, the person in default shall on pain of execution on his share be notified to make prompt payment, and if within three months from that date said payment is not made, the company shall have liberty without any action at law to sell his share publicly at his charge, and to levy the money thus due, both capital and interest, by execution on his person and estate, movable as well as immovable, in the manner aforesaid, and the remaining directors shall have the right to put another director in his place, which may also be done temporarily or permanently if such place become vacant in any other way. If hereafter any one else should be inclined to participate in this company and the same be thought advisable, it must be on the basis of a share in the whole, the direction remaining as before exercised by four votes except that the directors shall then draw from the common treasury for their trouble a commission of one per cent on goods going out and of two per cent on goods coming in, as far as trade is concerned, but of the yearly revenues, increase of cattle, land and orchard fruits or crops, minerals, pearl fisheries and such things which appertain to the colonies, they shall receive five per cent, that is to say of the net proceeds and not of the gross proceeds. When it is unanimously resolved to distribute the proceeds, the same shall be divided among all the participants proportionately, according to the amount of each man's investment, but the said participants shall have no right to constrain the directors to make such distribution. Whereas the fiefs of the respective colonies aforenamed must in case of death be renewed by the Chartered West India Company in the name of a single person in order to pay the

[45] *Commissaris.*

Company its stipulated fee after the said person's death, we have agreed, without prejudice to our ownership, right and interest in the said colonies, that *Samuel Godijn* for himself, his heirs, successors and assigns, shall bear the title of patroon of the colony on the west side of the bay of the South River and give to the same and to the places within its jurisdiction such names as he shall see fit.

Albert Coenraets Burgh shall on the above conditions bear the title of patroon of the colony on the east side of the aforesaid bay of the South River.

In the same way *Samuel Blomart* of the Fresh River, the island of *St. Martijn* or *Barbados* or of such other island as in case of refusal of any of these he shall select with common consent, which privilege the others in such case shall have also.

And *Kiliaen van Rensselaer* of the colony on the North River lying above and below Fort Orange on both sides of the said river.

Thus done and approved, after previous reading of the decisions, and in testimony of the truth four copies of like tenor have been made hereof, signed by each of us with his own hand, without guile or deceit, in Amsterdam the 1st of October 1630; and was signed with the several hands, *S. Godijn, S. blomaert, K V Rensselaer.* Underneath was further written as follows: Whereas Mr *Albertus Conradj* had before this ceded me his half and his wife now in his honor's absence neglects matters entirely, I have signed for one fourth, but with this understanding that if his honor on his return home thinks that he sees anything to his detriment herein, I submit myself to the decision of the aforementioned three gentlemen; and was signed, *J. de Laet.*

I, *Joost vande Ven,* imperial notary public admitted by the Court of Holland, residing within the city of Amsterdam, declare hereby that this copy written on the five preceding and this the sixth page of paper, is the true and complete copy of its original, and in witness hereof I have confirmed this with my notarial signature, in Amsterdam this 19th of April 1634.

[signed] *J: vande Ven*
Nots Pub:
A°. $\frac{19.}{4.}$ *1634.*

[46]Inasmuch as three of the above mentioned four colonies have come to an end, to wit, the colony on the west side of the bay of the South River whereof *Samuel Godijn* was the patroon; also, the colony on the east side of the aforesaid bay of which *albertus Coenradus* or *Jchan deLaet* was the patroon, both of which colonies have been sold and turned over to the West India Company; third, the colony on the Fresh River and the island of *St. Martijn* of which *Samuel blommaert* was to be the patroon but which was not begun at all; there remains at present of the said four colonies only that on the North River lying above and below Fort Orange now named Rensselaerswyck, of which *Kiliaen van Rensselaer* and his heirs are patroons, holding, with the purchased tenth share of the heirs of *Samuel Godijn* deceased, five tenth shares or the exact half, *Samuel blommaert* and *adam bessels* each one tenth share, *Jchan de laet* and [47] *Mussaert* in place of *Albertus Coenradj* each one tenth share and *Jacob* and *hendrick Trip* together one tenth share.

This 2d of March 1639 in Amsterdam.

[signed] *K V Rensselaer*

Registration by Kiliaen van Rensselaer and his copartners of a colony on Sable Island[48]

November 7, 1630

Extract from the resolution book at Amsterdam

The 7th of November 1630, in Amsterdam

Kiliaen van Rensselaer, for himself and his copartners, notifies the Chamber that according to the Freedoms granted by the Assembly of the XIX to all the participants he declares himself from now on as patroon of the island of *du Sable,* lying at 43 or 44 degrees north of the line and about the meridian of Cape Breton, intending to send a colony thither on the conditions of the aforesaid Free loms.

This Chamber has nothing against this registration provided that according to the last resolution the same be approved by the XIX.

[46] Note in handwriting of Kiliaen van Rensselaer.
[47] Blank in *Letter Book.*
[48] *V. R. B. Mss, Letter Book,* f.38b. Other copy in *V. R. B. Mss* 33.

Registration of various colonies with the Chamber of Middelburg[49]

Before December 21, 1630

Notice given to the Chamber of Zealand

Burgomaster *Johan de Moor* and his partners in *Tabago*
The same on the *Amasones*
Abraham vande per in *Brebice*
Glaude provost in *Cajana*
Jan van rien in *Quaro*
jan vander Goes in *ipse quepe*[50]
} in behalf of their partners who give it up
Coll[a].

Agreement between Kiliaen van Rensselaer and Marinus Adriaensz van der Veere[51]

January 12, 1631

Agreement entered into with *Maryn adriaensen van der Veere,* on the 12th of January 1631

On conditions and terms hereafter specified, *Kiliaen van Rensselaer,* as patroon of his colony situated about Fort Orange on the North River of New Netherland, on one side, and *Maryn Ariaenssen vander Veere,* for himself and his men, on the other side, have agreed, stipulated and contracted regarding the sowing, growing and cultivating of tobacco in the aforesaid region at the places to be indicated to the said *Martijn* by the aforesaid patroon or his agents and especially on the farm on the north side of the fort (if the same has not been occupied before his arrival as the first comer has the preference) which he began to clear before his departure, making it as large again or even larger by extending it from but not toward the fort. All this for the term of three consecutive years, commencing at the arrival of the said *Marijn* and his men in New Netherland on the farm aforesaid.

First, *Maryn* must equip and provide himself with everything at his own expense and charge, and also here or in that country engage

[49] *V. R. B. Mss* 33.
[50] Essequebo.
[51] *V. R. B. Mss, Letter Book,* f.2. An extract from this agreement is found in *V. R. B. Mss* 38; see p. 674–75.

four persons to assist him in the planting and curing of the tobacco, it being well understood that he, *Marijn,* or his men, if they have any time to spare, must employ the same for such other work, nothing excepted, as the patroon or his agents shall indicate, and that he shall receive therefor according to the time spent and for his share such wages as his men have stipulated.[52]

The patroon shall receive the just half of all the tobacco which *Maryn* and his men shall cultivate, the remaining half to be for *Maryn.* The patroon's half may not be charged or encumbered under any pretext of promises, claims, wages or other charges which *Maryn* must liquidate or settle, but his men must demand and recover from *Maryn* or his share whatever has been credited to them by him.

The patroon shall be holden to compensate *Marijn Ariaenssen* for one half of the wages and advance money which he shall promise to the aforesaid four persons, provided that he may not engage any one without the consent and approbation of the patroon and that the latter shall not be bound to give *Marijn* any compensation for his labor as *Marinus* during the term of this agreement is not to pay the patroon any rent for the land or any tithes. As to the board of the four persons for which the patroon is obliged to compensate *maryn,* it is agreed that the patroon shall pay his half to *Maryn* at a reasonable figure corresponding and in proportion to the price which he shall demand for the wheat, butter, milk and other things with which he shall furnish *Maryn,* in order that neither the one nor the other have any ground for complaint respecting the matter.

Concerning the passage forth and back, the patroon shall do his best to obtain permission from the Company that *Marijn* and his wife and child be taken over for their board without wages, on condition that he perform all sorts of ship duties, and if this can not be arranged *Maryn* shall pay the expenses himself.

But as far as the four men or any of them are concerned, if they can not obtain free passage for their labor and ship duties, the patroon must pay one half thereof and *marijn* the other half.

Marinis Adriaenssen must buy four good firelocks, further axes, adzes, shovels and spades which his men need for their work; of which the patroon shall pay half the cost and *Maryn* see to it that they are well kept and taken care of, the same to be divided half and half at the end of the three years.

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[52] *Daer voor genietende naer avenant des tijts ende voor syn quota soodanigen Salaris als het volck bedongen heeft.*

All the tobacco which *Marijn* and his men shall produce, he must send hither and deliver into the hands of the patroon or deliver to his agent to be sent hither by him; *Maryn* is to pay no more in the way of freight and expenses for his half than the patroon shall pay for the other half, and on its arrival here the patroon shall sell the same for the common benefit and pay to *Marijn* aforesaid or to his order the just half of the net proceeds over and above the expenses and advanced money. But if *Maryn Adriaenssen* should be able to sell any tobacco in that country at a good price, he must render proper account thereof and pay the patroon or his agents promptly the just half of the proceeds. If it is at all convenient the patroon shall have built for the said *Maryn* a dwelling of four crossbeams, 36 feet long and 14 feet wide, also a small boat[53] which being once made must be kept in repair by *Maryn* and on his departure be delivered by him as he received it, wear and tear through hard use excepted.

Marinus Adriaenssen and his men must yearly make a trip down to the *Manhatas* and return thence without having any right to claim compensation therefor, but if they are oftener employed on such service they must be paid accordingly.

In case he, *Marijn,* his wife, his children or any of his men happen to find any mines, minerals, pearl fisheries or the like they shall disclose the same to no one but their patroon or his agents, who shall make them a handsome present therefor according to the importance of the matter. They shall further all submit themselves to the sovereignty of the High Mighty Lords the States General of these United Netherlands, to the supreme power and direction of the Chartered West India Company in general and of the aforesaid *Rensselaer* in particular, and to the ordinances and regulations to be passed there by them respectively in matters of justice and police, and be obliged to take the oath of obedience and fidelity, especially to refrain from trading, negotiating or carrying on business there against the order and intention of the Company and their aforesaid patroon, whether in skins, seawan or other goods found there, and not to accept the same by way of present or otherwise, nor to take merchandise from here with them, for themselves or for others, directly or indirectly, in any manner whatsoever, on pain of confiscation and penalties fixed by the Company or still to be fixed, and furthermore of banishment from the colony as a perjurer and a refractory character,[54] for which he, *Maryn,* must

[53] *Weyschuijtgen;* a light boat which can be carried across the fields.

[54] *Als Meyneedigh ende wederspannich uyt de Colonie gestooten worden.*

answer and stand responsible both for himself and for the aforesaid four men or others whom he may have under his orders. They are further not allowed to terminate this contract before the expiration of the said term of three years (unless their patroon give them permission to do so) and contract with any one else or sow any one else's fields, on pain of forfeiture for the benefit of the aforementioned *Rensselaer* as patroon, of the whole amount of his share in the sowed, cultivated, sold and unsold tobacco and also to give up at once the lands, houses and tools, leaving everything to be disposed of as aforesaid even if he alone should have paid for some of them.

And in case any one or more of the said four men should leave or drop out, he must fill his place as quickly as possible with another able man. He must also by every ship and yacht sailing hither send proper reports and accurate accounts of everything in all sincerity without concealment or disposal of anything at private sales.

In witness of the truth of the above agreement, this is signed by the patroon and *Maryn Adriaenssen* with their own hands, in the presence of the undersigned witnesses, in Amsterdam, this twelfth of January in the year sixteen hundred and thirty one.

Was signed in the several hands, *Kiliaen van Rensselaer, marinus Ariaens, W. Van Twiller* as witness.

Agreement of Marinus Adriaensz van der Veere with Jasper Ferlyn van der Gouw[55]

February 17, 1631

Jaspar Ferlijn vander Gouw, living at *Middelburgh* in the Latin School street, has bound himself unto and entered into the service of *marinus Adriaenssen vander Veer,* to assist him in the planting and cultivating of tobacco or such other work as he may be ordered to do by the aforementioned *Maryn* or in the name of his patroon, no exception as to any kind of work being made, everything according to the order and regulations of the Chartered West India Company and the further conditions [of the contract] made by the said *Marinus Adriaensz* with *Kiliaen van Rensselaer* as patroon of the lands lying around Fort Orange on the North River of New Netherland, during a term of service of three years, commencing

[55] *V. R. B. Mss, Letter Book,* f.4.

and ending as stated in the said contract. The aforesaid *Iaspar ferlyn* shall receive 11 guilders a month, to be paid annually and shall receive cash before his departure, as an advance, 40 guilders and in addition 10 stivers a day for wages from the 12th of January last to the time of his going on board. The aforesaid *jaspar ferlyn* promises in addition to willing and diligent service, honestly and faithfully and on forfeiture of all the wages to be earned by him, not to trade or acquire in other ways, any beavers, otters, or other prohibited furs, nor to allow that the same be dealt in with his knowledge by anybody but those who act on behalf of the Chartered West India Company, also on forfeiture as above, not to leave or return before his term of service has expired without express consent of the aforesaid his patroon or master, which conditions, this day underwritten, have been approved by the aforementioned *Rensselaer* and signed by him, *jasper ferlyn,* with his own hand at Amsterdam, this 17th of February 1631. Was signed in the several hands, *jaspaer ferlin, marinus Adriaens.*

Memorandum of similar agreements with Claes Brunsteyn van Straelsundt, Jan Tyaerts van Franicker and Cornelis Maesen van Buyrmalsen

May 27, 1631

The 27th of May 1631, these following persons have further been engaged for three years on the conditions and restrictions above written, under penalties and obligations as in the preceding contract which has been read to them.

N. B. ran away *Claes Brunsteyn van Straelsundt,* who shall receive 8 guilders a month and before his departure, as an advance, two months' wages in hand paid.

jehan Chierts van franicker, who shall receive 60 guilders a year and 12 guilders in hand paid as an advance.

In testimony of the truth they have signed this in the year and on the day above written. Was signed: the mark X of *Claes Brunsteyn, Jan Tyaerts, Cornelis maesen van Buyrmarsen,*[56] who shall

[56] Intended for Buyrmalsen; see p. 309. The *Vytgeef ende betalinge,* 1630–32, among the *Rensselaerswyck Mss.* has *Cornis masen van buijrmalsen,* not *Cornelis Maasen van Buren Maasen,* as printed by O'Callaghan in his translation of that account, *History of New Netherland,* 1:130.

Aug. 19, 1662, *Hendrick Cornelissz Maessen* and *Marten Cornelissz Maesen,* brothers,

receive the first year f60, the second year f70, the third year f80 and in hand paid f12 as an advance.

Certificate of purchase from the Indians of land on the west side of the Hudson River between Beeren Island and Smacks Island[57]

May 1631

We, the director and council of New Netherland, residing on the island *Manahatas* and at Fort Amsterdam, under the jurisdiction of their High Mightinesses the Lords States General of the United Netherlands and of the Chartered West India Company, Chamber of Amsterdam, testify and declare hereby, that this day, date underwritten, before us appeared *Pieter Minuit,* director, *Bastiaen Jansz crol, commis,* and *Dirck cornelisz duyster, onder-commis* at Fort

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for themselves and for *Maes Cornelis' Maessen, Stijntie Cornelis Maessen* and *Tobias Cornelisz Maessen,* their minor brothers and sisters, all living in the colony of Rensselaerswyck and children of the late *Cornelis Maessen* and *Catelijntie Martensz,* who died in this country and formerly lived at *Bueren Malssen in gelderlant,* execute a power of attorney to *Gerrit Cornelissz,* living at *Tricht,* in Gelderland, to receive an inheritance left by their uncle, *Hendrick Maessen,* who died at *Cuijlenborch.*

On the same day, *Jan Verbeeck,* formerly councilor of the colony of Rensselaerswyck, and *Cornelis Theunisz Bos,* formerly magistrate of Fort Orange and the village of Beverwyck, make a joint affidavit that *Cornelis Maessen* and his wife died about 14 years ago and were both buried on the same day, leaving the aforesaid five children over whom the said *Cornelis Theunisz Bos* and *Theunis Dircxsz* [van Vechten], inhabitant of the colony, have thus far been guardians. *Cornelis Theunisz Bos* further states that he came to this country in 1636, in the ship Rensselaerswijck, in the service of the said *Cornelis Maessen* and that he served him for six years; also that the said *Hendrick Cornelisz Maessen* was born on the said ship (see p. 369 of this work) and that the other children were born in the colony. *Deeds, powers of attorney, etc.,* 1660–65, p. 15–17, 22–23, among the *Rensselaerswyck Mss.*

Entries for supplies furnished to Cornelis Maesen in August 1634 (*Account Book,* 1634–38, f.2) show that Cornelis Maesen was in the colony at that time. He evidently returned to Holland at the expiration of his contract, married, and then came back to this country in 1636. His second son, Marten Cornelisz, has by Pearson and other writers been confused with Swarte Marten, or Black Marten, who from the mark he makes is readily identified with Marten Cornelisz van Ysselsteyn, one of the proprietors of land at Schenectady in 1663 and later one of the settlers of Claverack. This Marten Cornelisz van Ysselsteyn states in an affidavit of Oct. 28, 1660 (*Notarial Papers,* 1:36, Albany County clerk's office) that in his youth he had lived for many years at Houten, in the bishopric of Utrecht.

Cornelis Teunisz Bos, mentioned in this note, is the same person as Cornelis Teunisz van Westbroeck. The first reference to him is found in *Account Book,* 1634–38, among the *Rensselaerswyck Mss* under date of April 8, 1637, almost immediately after the arrival of the ship Rensselaerswyck. Apparently he did not come to this country in 1631, as stated by O'Callaghan, *History of New Netherland,* 1:434.

[57] *V. R. B. Mss* 3, parchment 33½ x 38 cm; and *V. R. B. Mss, Letter Book,* f.1b. Recorded without date and names of signers in *Dutch Patents, GG,* p.9–11. Translation of main body of the instrument in *Doc. rel. to Col. Hist. N. Y.,* 14:2, which has been revised for the present work.

Orange, and declared, that on the 18th of April last past[58] personally appeared before them *Papsickene, Kemptas, nancoutamhat,* and *Sickenoscn,* lawful owners and proprietors of the land called *Sanckhagag,*[59] situated on the west side of the North River stretching in length from a little above *beeren*[60] Island up the river to *Smacks*[61] Island and in width two days' journey inland, acting for themselves and *de rato* for the remaining and all other coproprietors of the same land, which they in their aforesaid capacity voluntarily and advisedly declared that they had conveyed, ceded and made over, as they did convey, cede and make over in lawful, inalienable and free possession, by virtue and title of sale, for a certain quantity of merchandise, which they, the grantors, in their aforesaid capacity acknowledged to have received before the passing of this

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[58] The 18th of April 1631, according to the date at the end of the document. Owing to the absence of a date at the end of the record of the certificate in *Dutch Patents, GG,* p.9–11, and to the occurrence, in connection with the purchase, of the date of May 1630, in Jan Baptist van Rensselaer's letter of June 10/20, 1678 (O'Callaghan, *History of New Netherland,* 1:125) and that of April 8, 1630, on the map of Rensselaerswyck reproduced in this volume, historical writers have assigned 1630 as the year of purchase of land from Beeren Island to Smacks Island and hence mentioned it as the first purchase of land in the vicinity of Fort Orange. That this is an error and that 1631 must be considered as the correct date, or in other words that the purchase was made subsequently to that of Aug. 13, 1630, described on p. 166–69, may appear from statements in the letter to de Laet, June 27, 1632, and further from the following facts:

1 That the original parchment certificate as well as the contemporaneous copy in the patroon's *Letter Book* have at the end, first written out in full and then in figures, the date 1631.

2 That the certificate is recorded in *Dutch Patents, GG,* p.9–11, between a patent of Nov. 22, 1630 and one of June 3, 1631.

3 That in the "Account of the jurisdictions, management and condition of the territories named Rensselaerswyck," July 20, 1634, printed on p. 306–12 of this volume, the first two purchases are referred to as dated Aug. 13, 1630 and May 1631.

4 That in a copy of the memorial entitled "The Case of the Colony of Rensselaerswyck" delivered April 27, 1678, by J. B. van Rensselaer to the council of the Duke of York, in support of the petition of the heirs of Kiliaen van Rensselaer for letters patent of the colony, among the *Rensselaerswyck Mss,* the purchase of land from Beeren Island to Smacks Island is referred to as dated in May 1631.

5 That the preamble of the certificate of Aug. 6, 1630 (*Doc. rel. to the Col. Hist. N. Y.* 14:1–2 and Wilson, *Memorial History of the City of New York,* 1:163) states that Bastiaen Jansz Krol, in reply to a question put by Wolfert Gerritsz said that "there was this year [1630] no chance or means of acquiring any land," and does not refer to any purchase of land previous to the agreement of July 27, 1630, mentioned in the certificate.

6 That the inscription on the map of Rensselaerswyck relating to the purchase of land from Beeren Island to Smacks Island contains the words *heeft Killiaen van Rensselaer noch doen koopen* — Kiliaen van Rensselaer caused *further* to be purchased — indicating that the purchase was made subsequently to that of Aug. 13, 1630, which interpretation is borne out by the fact that the inscription occurs on the map to the right of that relating to the purchase of July 28 [Aug. 13], 1630 and not, as in O'Callaghan's reproduction, to the left.

[59] Cf. spelling of Indian names in *Doc. rel. to Col. Hist. N. Y.,* 14:2, which agrees with *Dutch Patents, GG,* p. 9–11.

[60] Literally, Bears' Island, now called Barren Island.

[61] Now called Shad Island.

conveyance, to and for the behoof of the Hon. *Kilian van Rensselaer,* absent, for whom they accepted it under proper stipulations, to wit, the aforesaid land with all the interests, rights and jurisdiction belonging to them, the grantors, in their capacity aforesaid, they, the grantors, constituting and substituting the aforesaid grantee in their place, stead, real and actual possession thereof, and at the same time giving to and conferring on the aforesaid Hon. *Rensselaer* or whoever may after him obtain his interests, full and absolute power and command, *tanquam Procurator in rem Propriam* to enter upon, peaceably possess, occupy, plant, use and cultivate the said land, and therewith and thereof to do, act and dispose, as his honor would do with his own and other lawfully acquired lands and estates, without the grantors in their capacity aforesaid retaining, reserving or holding therein and in any of it any part, right, interest or authority in the least, whether of possession, command or jurisdiction but were now and forever fully and finally yielding and renouncing it for the behoof aforesaid; further promising not only forever to hold fast and irrevocable, to observe and fulfil this their conveyance and whatever may be done by virtue thereof, but also to deliver and hold the said quantity of land against every one free from claims, challenges, encumbrances and pretensions which any one may hereafter make to it, and also to have this sale and transfer approved, ratified and acknowledged as valid by the remaining represented coproprietors, all according to law, in good faith, without guile or deceit. In witness hereof this has been confirmed with our usual signatures and the pendant seal. Done as aforesaid on the island *Manahatas* and at Fort Amsterdam, this [62] May. Anno xvj^{c} thirty-one.

[signed] *Peter Minuit, D.*
bastijaen Jansz crol
Dirck Cornelissen
pieter Bijlvelt:
Jan Lampo, schout
Reyner Harmensen
Jan Jansz meyndz

To my knowledge, as vice secretary in the absence of the secretary, *Jan van Romund,* this May 1631
[signed] *Lenaert Cole,* Vice Secretary

[62] Blank in original.

Extract from minutes of Chamber of Amsterdam. Request of Kiliaen van Rensselaer for transportation of Marinus Adriaensz van der Veere and others[63]

May 16, 1631

Copy

Extract from the [register of] resolutions of the assembly of the directors of the West India Company, Chamber of Amsterdam

Friday the 16th of May, 1631

Kiliaen van Rensselaer notifies the Chamber that he has engaged in his service for farming as well as tobacco planting in his colony on the North River near Fort Orange, *Marinus Adriaenssz vander Veere,* with five or six other persons for his assistance, and as the same are mostly experienced seamen he, *Rensselaer,* requests that the said *Marinus,* with his wife, child and the aforesaid men, may be sent over in the ship of the Company for their board, without receiving any wages, as according to the resolution of this Chamber many men will have to come over from there: further, that he has entered into contract with eight or ten farmers to send them over with some calves, if he is allowed to transport them also by the said ship on proper payment of their board. Requesting hereon resolution of this Chamber.

Underneath was written: Agrees with the aforesaid register. And was signed: *Jacob Hamel S*

Agrees with its original
Quod attestor infrascriptus
[signed] *J: vande Ven*
Nots Pub^cus: ss^tt.
A°: $\frac{21.}{4.}$ *J 634.*

[63] *V. R. B. Mss, Letter Book,* f.39.

Extract from minutes of the Chamber of Amsterdam. Request of Marinus Adriaensz van der Veere for permit to go to New Netherland and action on this request and that of Kiliaen van Rensselaer of the 16th[64]

May 19, 1631

Copy

Extract from the register of resolutions passed by the assembly of the directors of the West India Company, Chamber of Amsterdam

Monday, the 19th of May, 1631

Marinus Adriaensen vander Veere, engaged by Confrater *Rensselaer* for the colony on the North River, requests a permit to cross over to New Netherland in the ship that goes thither, in conformity with the notification of Mr *Rensselaer* on the 16th instant. It is granted that the said *Marinus,* with five or six other persons shall go across and have their board, on condition that they do regular ship duty like sailors; for the wife and child board shall be paid, while Mr *Rensselaer* agrees to guarantee that five or six seafaring men shall return from there, so that this ship suffer no inconvenience, or if no other men return, Mr *Rensselaer* is to pay the board of the five or six persons who go over. The farmers and calves mentioned in the request will be sent over on payment of board and food, if there is room in the ship. Underneath was written: Agrees with the aforesaid register. And was signed: *Jacob Hamel S*

Agrees with its original
quod attestor infrascriptus
[signed] *J: vande Ven*
Nots Pub^cus: ss^tt.

$A^o: \frac{21.}{4.} J\,634.$

[64] *V. R. B. Mss, Letter Book,* f.39b.

Agreement between Kiliaen van Rensselaer and Andries Christensz and others [65]

July 2, 1631

Andries cristensen, Laurens Laurensen, Barent tonisen, Scandinavians, [66] 2 July 1631

At the request of *Andries Christenssen van Vlecken*[67] 40 years of age, *Laurens Laurensz van Coppenhagen,* 36 years of age, and *Barent Thonissen van Heijligesont*[68], 22 years of age, *Kiliaen van Rensselaer,* in his capacity as patroon of his colony situated above and below Fort Orange on the North River of New Netherland, has agreed and contracted with the aforesaid persons for the term of three years, commencing on their arrival in that country, with the condition that the contract is binding on them for the said term of three years but that the said *Rensselaer* may terminate it whenever it pleases him. First regarding the transportation of the said persons, *Rensselaer* having obtained from the Chartered West India Company, Chamber of Amsterdam, the privilege of transporting seafaring men for their board without wages on condition that they do proper ship duty, *Laurens Lauresz, Barent Theunisz* and all seafaring men accept the same, but *Andries Christensz* not being a seafaring man must pay out of his wages six stivers a day for board. As to the return voyage, the said *Rensselaer* promises to exert himself likewise, without being further responsible in the matter, to have them come hither at the least expense, whether their term of service has expired or whether he chooses to order them to come home. Arriving there with God's help, they shall betake themselves at the first opportunity and at their own expense to Fort Orange, to settle either on the mill creek[69] or opposite the fort on the east side of the North River, where there is also a good waterfall[70] and build their houses in the lightest fashion on the one or the other of the said places, and on no other without consent; further to erect a suitable sawmill, which can saw wood of 40 feet or at least 33 feet long, towards

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[65] *V. R. B. Mss, Letter Book,* f.4b. An extract of this agreement is also found in *V. R. B. Mss* 38; see p. 675. The date is there given as June 2, 1631; the name here spelled *Thonissen* appears as *thomassen.*

[66] *Noormannen;* a term usually confined to natives of Norway, when not referring to the ancient Scandinavians or Norsemen, but also used in a wider sense, as here, where a native of Copenhagen is included.

[67] Flekkerö; an island off the south coast of Norway, 3 miles south of Christiansand.

[68] Hellesund; on the south coast of Norway, in the vicinity of Flekkerö.

[69] *Meulenkill;* here referring to the Normans Kill.

[70] The waterfall on the Mill Creek, in Greenbush, in the present city of Rensselaer. Like the Normans Kill, the Mill Creek is in the early documents commonly referred to as the *meulenkil,* or *molenkil.*

which he, *Rensselaer,* shall pay one half of the hardware and the tools which they need therefor and must take with them from here, and they the other half, for which he, *Rensselaer,* shall furnish them the money in advance. They promise, all four[71] of them, to erect the said mill within the space of three months and when it is finished, they may hew the largest, finest and best oak trees standing in the entire colony of the said *Rensselaer* and for seven leagues next adjoining and bring the same to the place where the sawmill stands in order to saw therefrom suitable ship planking, gunwale timber or such other timber as he, *Rensselaer,* shall direct or they in the absence of directions shall deem fit. The mill being made, the logs cut, brought to the mill and sawed, one half thereof shall belong to the said *Rensselaer* and the other half to the four of them, the same to be shipped hither with the most convenient speed at the joint expense of both parties, provided that *Rensselaer* shall not charge the men more for freight and other expenses than he will have to pay himself; and of the proceeds of the said timber here in this country over and above expenses, one half shall go to him, *Rensselaer,* and the other half shall be paid to the aforesaid persons or those having their right and title, but first and above all, deduction must be made of the sums advanced by him, promised or paid for them personally, in return for which he, *Rensselaer,* promises to provide such board for the said four persons as is customary in that country or else, in lieu thereof, to pay 100 guilders a year for each of the four persons, amounting together to 400 guilders a year, so that *Rensselaer* shall provide their board as above and they shall faithfully and diligently do their work to the satisfaction of the said *Rensselaer* or his agents and each side receive one half of the profits after deduction of all expenses as above.

Rensselaer also agrees to pay in hand to each of them the sum of 20 guilders to be deducted from the board or 100 guilders a year which he must pay to each of them and to *Andries kristensen* the sum of 40 guilders, besides the advances for hardware, millstone and what is further required for the building of the said saw and grist-mill, on condition that the amount be hereafter again deducted and retained as above.

And inasmuch as they are also to make a grist-mill in connection with the said sawmill, they shall also be entitled to one half of what is earned therewith (deducting the expenses of grinding).

In case the said *Rensselaer,* as patroon, or his agents need the

[71] Thus in the *Letter Book,* though but three persons are named.

aforesaid four persons or any of them in his private service, they must let themselves be employed for all sorts of work, whether farming, house carpentering, felling of logs, burning of pitch and tar, or whatever it may be, nothing excepted, at 15 stivers a day besides board, which they have in addition as above, provided that *Rensselaer* shall enjoy one half of the aforesaid wages of 15 stivers.

If *Rensselaer* or his agents, after the mill is built, should have any wood brought to be sawed, they must do this at 20 stivers for 100 feet in length by one foot in breadth, and for wider, shorter or longer boards accordingly, on condition that *Rensselaer* shall receive one half thereof as above.

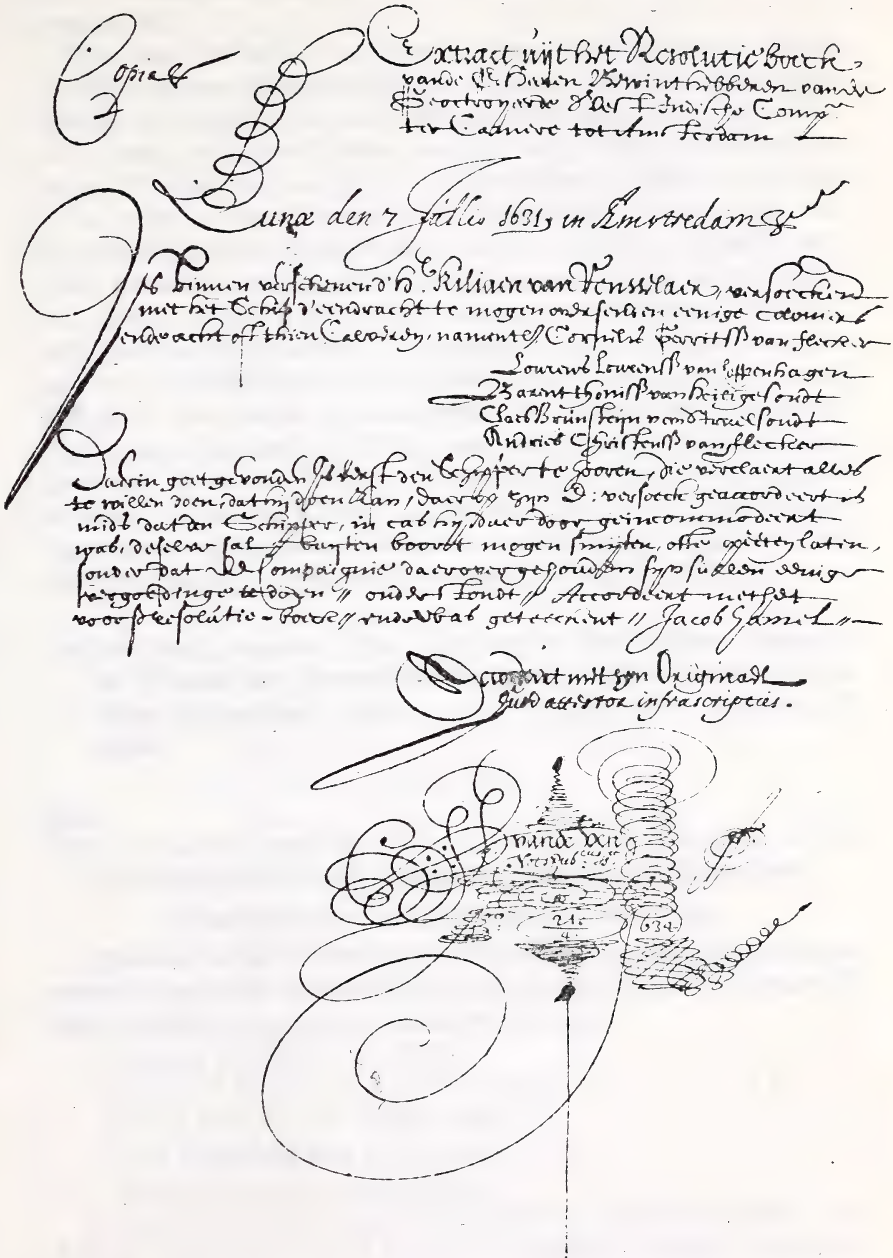
Regarding the boards, beams or planks which they may have in stock and which *Rensselaer* may need for his other work, he shall be allowed to take these by paying them one half of the price ordinarily paid by the skippers in Norway.

If these people sow, mow or plant any land, or catch any game or fish, one half [of the product] shall go to them and the other half go to *Rensselaer,* or be deducted from the 100 guilders for board.

During the period of this agreement, each one shall be responsible for the other, as *Rensselaer* is dealing with them jointly but not willing to deal or to keep accounts with each in particular.

In case any one of them should happen to find or to discover any mines, minerals, pearl fisheries or anything of the kind, he shall disclose the same to no one but the patroon or his agent, who shall make them a handsome present for the same according to the importance of the matter. They shall further under the sovereignty of the High Mighty Lords the States General, all submit themselves to the authority of the directors of the Chartered West India Company in general and of the aforesaid *Rensselaer* as their patroon in particular, and observe all the ordinances and regulations to be passed there by them respectively in matters of police and justice, and be obliged to take the oath of obedience and fidelity, especially to refrain from trading, negotiating or carrying on business there against the order and intention of the Company and their aforesaid patroon, whether in skins, seawan or other goods found there, and not to accept the same by way of present or otherwise, nor to take merchandise from here with them for themselves or for others, directly or indirectly, in any manner whatsoever, on pain of confiscation and penalties fixed by the Company or still to be fixed, and furthermore of banishment from the colony as perjurers and refractory characters for which they all together in common and each one in particu-

1880



Copia

Extract uijt het Resolutie boeck vande Heeren Bewinthebberen vande West Indische Compagnie ter Camere tot Amsterdam

Lunæ den 7 Julius 1631, in Amsterdam

Is binnen verschenen d'Hr. Kiliaen van Renssalaer, versoeckende met het Schip d'eendracht te mogen ondersenden eenige colonien

Lourens Lourenss van Coppenhagen

Barent Thoniss van Hellegersondt

Claes Brunsteyn van Straelsondt

Andries Christenss van Flecker

... Jacob Hamel

Accordeert met zyn Originael

quod attestor infrascriptus.

Notarial copy of extract from minutes of the Chamber of Amsterdam of the West India Company, July 7, 1631

From *V. R. B. Mss, Letter Book,* f.40b. 3/5 of original size

lar for himself and the others, bind themselves to answer and stand responsible.

They shall further not be allowed to contract with any one else or to enter any one else's service, on forfeiture of this entire agreement to the benefit of the said patroon, each one's share in the mill, in the hewn and sawed timber and what may in any way belong to them, to be forfeited and left to be disposed of as above, and in case one or more of the aforewritten persons should leave or drop out, the remaining ones must fill the places as quickly as possible with other suitable persons and by every ship and yacht sailing hither send proper reports and accurate accounts of everything, in all sincerity without concealment. In testimony of the truth of the above agreement, this is signed by the patroon and the persons aforesaid with their own hands, in Amsterdam, this second of July of the year sixteen hundred and thirty-one, and signed with the several hands the X mark of *Andries kristensen,* the X mark of *Laurens Laurensz,* X *Berent Thonisz, kiliaen van Rensselaer.* Underneath was written: *Kiliaen van Rensselaer* charged with the board of *Andries kristenssen,* due to him for transportation nine guilders.

Extract from minutes of the Chamber of Amsterdam. Request of Kiliaen van Rensselaer for permission to send over to New Netherland colonists and animals and granting of same[72]

July 7, 1631

Copy

Extract from the resolution book of the honorable directors of the Chartered West India Company, Chamber of Amsterdam

Monday, the 7th of July 1631, in Amsterdam

Appeared before the meeting, Mr *Kiliaen van Rensselaer,* who requested that he be permitted to send over by the ship *d'eendracht* some colonists and eight or 10 calves, namely:

Cornelis Gerritssz van flecker
Lourens Lourenssz van Coppenhagen
Barent thonissz van Heiligesondt
Claes Brunsteyn van Straelsondt
Andries Christenssz van flecker

In regard to which it was decided first to hear the skipper, who declares that he will do all he can, whereupon his honor's request is granted, on condition that the skipper in case he should be incon-

[72] *V. R. B. Mss, Letter Book,* f.40b.

venienced thereby, may throw them overboard or allow them to be eaten, without thereby obliging the Company to give any compensation. Underneath was written: Agrees with the aforesaid resolution book. And was signed: *Jacob Hamel.*

Agrees with its original
quod attestor infrascriptus
[signed] *J: vande Ven*
Nots Pub^cus: ss^tt.
A^o: 21./4. 1634.

Names of colonists sailing in de Eendracht[73]

Copy

Names of persons who will sail for New Netherland in the ship *d'Eendracht*[74] for *Kiliaen van Rensselaer* for his colony near Fort Orange, according to the resolution of the 19th of May last

Marinus Ariaens vander Veere, with his wife and one child
Jaspar ferlijn van Middelburgh
Jan Chierts van franicker
Cornelis Maesen van Buijrmaelsen

These have before this been put on the roll

Further

absent *Cornelis Goverts van flecker*
Laurens Lourens van Coppenhagen
Barent thonis van Heijlige Sont
absent *Claes Brunsteyn van Straelsont*
absent *Andries Christenssz van flecker*

Further, there are eight or 10 calves to be sent over, according to the foregoing resolution, which he shall provide with food.

[73] *V. R. B. Mss, Letter Book,* f.40.
[74] The Unity.

Memoranda of payments to colonists and for tools sent by them[75]

July 9, 1631, or later

5 July	paid to *Andries Kristensz*	16 RD @ 50 st	f40:—
	Item, to *Lourens Lourensz*	8 RD @ 50 st	f20:—
	also to *Laurens Laurensz*	2 RD @ 50 st	f 5:—
	Item, to *Berent thonisz*	8 RD @ 50 st	f20:—
	also to *Berent thonisz*	2 RD @ 50 st	f 5:—
			f90:—
9 July	to *Laurens*	1 RD @ 50 st	f 2:10
			f92:10

Herewith are sent the following tools:

2 small millstones bought of *Hendricsz opde Camp*, cost f20: 5

of *pieter Jansz*:
- 1 iron shaft for a sawmill, weight 36 lb, at 6 st a lb — f10:16
- 4 cant-hooks at f3½ a piece — f14: 0
- for barge freight — f—: 8

} total f25: 4

of *Iubbert Gerressen*:
- 1 iron shaft for a sawmill, weight 155 lb, at 6 st a pound — f46:10
- freight — f—:12

of *Symen Sijmensz van Haren*:
- 1 rope and one hawser of fine *Rys*,[76] weight 155 lb. at 3 st 10 pence a pound, amounts to — f28: 2
- 3 *ris*[76] lines, at 8 st a piece — f 1: 4
- 1 plumb line at — f 2:—
- 17 lb sail yarn to make nets of, at 10 st a lb — f 8:10

} total f39: 6

[75] *V. R. B. Mss, Letter Book*, f.6. The items of this account occur also in a document among the *Rensselaerswyck Mss* printed in O'Callaghan's *History of New Netherland*, 1:429–32.

[76] Apparently rice, but possibly Rize flax, from Rize, or Rizah, Asiatic Turkey.

of *Iacques Spierinck* bore maker	1 ripsaw,[77] sharpened, 6 ft long	f4:—		
	2 polished handsaws with handles	f2:11		
	2 drawing knives, f1:2; 2 large augers f1:2, total	f2: 4		
	2 large firmer-chisels with handles	f1: 9		
	1 gouge with handle, 10 st, 4 large and 2 small files	f1: 8	total	f27:17
	5 Norse[78] files f2:8; ——[79] a piece f2:15, total	f5: 3		
	4 hatchets at f6; 4 adzes f2:18 total	f8:18		
	1 hammer hatchet fo:14st; 1 hammer 6 st	f1:—		
	1 jack plane and 1 block plane with bits	f1: 4		
of *Laurens Laurensen*	6 augers to use, at 30 st a piece			f 9:—
				f169:4

Inventory of stock on farm No. 3, island of Manhattan[80]

January 1, 1632

Inventory of the animals on the farm of *Pieter Pietersz Bylvelt* in the year 1632

2 old mares with colt
1 young ditto, two years old
6 milch cows
2 heifers of the year 1629
1 heifer calf of the year 1631
3 bull calves of ditto
1 new wagon with iron tires
3 plows with their belongings
7 young pigs, four months old
4 old hogs
1 ditto hog for provision for the farm hands
1 hog killed four days ago for the same purpose
about 7 morgens of seeding

[77] *Kloof saegh.*
[78] *noordse.*
[79] Apparently a word left out.
[80] *V. R. B. Mss, Letter Book,* f.24b.

1 barrack with seed inspected by *Wolfert Gerritsz, Barent Dircksz* and *Teunis Schipper*, containing 90 schepels of rye and wheat

These aforesaid animals were inventoried by the council on the first of January 1632.

Andries Hudden

Contract between Kiliaen van Rensselaer and Gerrit Theusz de Reux[81]

June 15, 1632

Contract made and entered into by *Kiliaen van Rensselaer*, as patroon of his colony (named Rensselaerswyck, situated on the river Mauritius or North River of New Netherland, above and below Fort Orange and on both sides of the said river), with *Gerrit Teeusen de reux*, as farmer of a farm to be established on the Fort Orange side near the fourth creek now called *Blommaerts kil*,[82] situated above or[83] to the north of Fort Orange, this 15th of June in the year 1632 in Amsterdam

29 years old[84] First the aforesaid *Gerrit de Reux* shall bind himself by oath and on forfeiture of his stipulated wages and the goods which he may have in that country that neither he nor his men shall trade in prohibited furs, especially of otters or beavers, or obtain the same by way of present or other means without express consent from the West India Company and his aforesaid patroon.

The patroon shall furnish *Gerrit de Reux* aforesaid, out of the animals which he has in that country if they are still alive and to be had:

four horses, if it is possible the same which *Gerrit* aforenamed used before
also three cows as above
also two heifer calves as above
also four sows as above

The aforesaid *de Reux* shall further do his best with the assistance of the smiths and the carpenters of the Company that the aforesaid house may at the very first opportunity be erected, roofed

[81] *V. R. B. Mss, Letter Book*, f.11. Extract in *V. R. B. Mss* 38; see p. 675-76.

[82] *Blommaerts kil* appears on the map of Rensselaerswyck reproduced in this work as the fourth creek north of Fort Orange, at a distance of about 13 miles from the fort. This distance seems to identify *Blommaerts kil* with the present Patroons Creek, which at a later date is referred to as the fifth creek.

[83] "and" in the extract in *V. R. B. Mss* 38.

[84] Marginal note in handwriting of Kiliaen van Rensselaer.

and surrounded by wooden palisades. Also that he may be provided with wagon and plow by the wheelwright.

And what he thinks can not be obtained in that country, he shall buy here at the expense of the patroon, taking care on the voyage over that the purchased goods shall be well kept. On the ship he shall with his men look after the calves which the patroon shall send thither by the ship on which he is to sail.

Further, the aforesaid *Gerrit* shall be bound to engage here a good farm servant and a boy at the expense of the patroon, and on his arrival there still another servant shall be added if possible. The patroon shall pay the wages and board of the servants and boy till the first of May 1634 and shall pay him, *Gerrit de Reux,* 180 guilders a year, from the time of his arrival in that country till the first of January 1634. All the crops and increase of live stock, likewise milk and butter and all other profits till the first of January 1634 shall therefore be for the behoof of the patroon.

After the first of January 1634, *Gerrit de Reux* shall obtain out of the aforesaid stock four horses, four cows, two heifers and so many sheep and hogs as he can raise and this on the following conditions, for four years, without leaving the service in the meantime on forfeiture as above; and from that time on, he shall no longer receive wages. The wages and board of the laborers, boy and the house servants from the first of May 1634, and also all other expenses whatever they may be called, as well as the damage and loss of live stock, wear and tear of wagons and plows, in short anything and everything, from the first of January 1634 on, shall be paid out of the common fruits, products, milk, butter, cheese and increase of stock; and of the surplus one half shall be for the aforesaid patroon and the other half for the aforenamed *Gerrit de Reux,* it being understood that the increase of the stock shall be reserved for the patroon on condition that he may compensate the said *Gerrit* for the same at the rate fixed heretofore by the West India Company. Every two years an inventory of the stock shall be taken and for one half of what shall be found above the four horses, four cows and two heifers, *gerrit de Reux* shall as above receive compensation, the patroon having however the privilege of taking the said increase for himself or not, and if there be less than the above number, the aforesaid *de Reux* must try to raise so many that he reaches that number and shall not be entitled to any profit till the said number is again complete.

The aforesaid *de Reux* shall raise as many sheep and hogs as pos-

sible, and of what he sells thereof one half the proceeds shall go to the patroon and the other half to himself.

Of the winter wheat which is to be sown in the fall of 1633, one half shall be for the benefit of the aforesaid *Gerrit de Reux* on condition that the last year he deliver to the patroon, first of all, as much grain as he received the first year.

As to the butter, cheese, grain and other products which he may have on hand the first of January 1634, the same shall be appraised and accounted for to the patroon out of the common expenses.

Concerning the passage over, the patroon shall urge as much as possible that *Gerrit* aforesaid may receive the wages of a boatswain, but if this can not be arranged they must both see what they can do about the passage.

But the patroon shall pay the board of the servants during the passage.

Gerrit de Reux aforenamed shall also cause the yearly manure to be distributed over the land in the most advantageous manner, without wasting it.

The patroon shall provide the aforesaid *de Reux* with two good firelocks, on condition that each pay half.

Thus done and passed in the city of Amsterdam, and for all that is aforewritten, the said *de Reux* pledges and binds all his personal possessions, movable and immovable, present and future, none excepted, subjecting the same to the execution of all the honorable courts and judges; in witness whereof it is signed by him on the 15th of June 1632, new style.

[signed] The mark X of *Gerrit Teeusen de reuse*

Memoranda of the engagement of certain farm laborers[85]

[*June 15, 1632?*]

The following persons have been engaged as farm laborers for the term of four years commencing on their arrival on their farm in that country, on condition that they receive for the outgoing and return voyages a gratuity hereafter specified and on pain of forfeiture of all their monthly wages and effects if they leave their service [before the end] of their term, or if they obtain any furs of beavers, otters or like animals by trade, gift or exchange, which they have expressly agreed not to do; and in case they are asked by their farmer to do any other work besides farming, such as felling of trees or other work which they are able to do, they may not refuse

[85] *V. R. B. Mss, Letter Book*, f.12. In handwriting of Kiliaen van Rensselaer.

it but must diligently and willingly do everything and also serve under such farmer as the patroon shall direct.

Hendrich frerixsen Van bunnick, 26 years old, shall receive 120 guilders a year and a pair of boots once in four years and as a gratuity for the passage 25 guilders.

Cornelis Jacopsen van Marttensdijck, 23 years old, shall receive 110 guilders and as a gratuity for the passage 25 guilders.

can write a little *Cornelis thonissen van Meerkerc,* 20 years old, shall receive 80 guilders and two pairs of boots, but if he behaves well he shall receive the last year some increase and as a gratuity 50 guilders.

as boy *Marcus Mensen van Cuijlenburch,* 17 years old, shall receive 40, 50, 60 and 70 guilders during the four years and as a gratuity 18 guilders.

[signed]

the mark of
X
hendrick frerixsen

the mark of
X
Cornelis Jacopsen

Cornis Thonis

the mark of
X
Marcus Mensen

Gerrit de reus would like to have *Hendrick frerixsz, Cornelis thonisen* and *Marcus Mensen.*

Kiliaen van Rensselaer to Johannes de Laet[86]

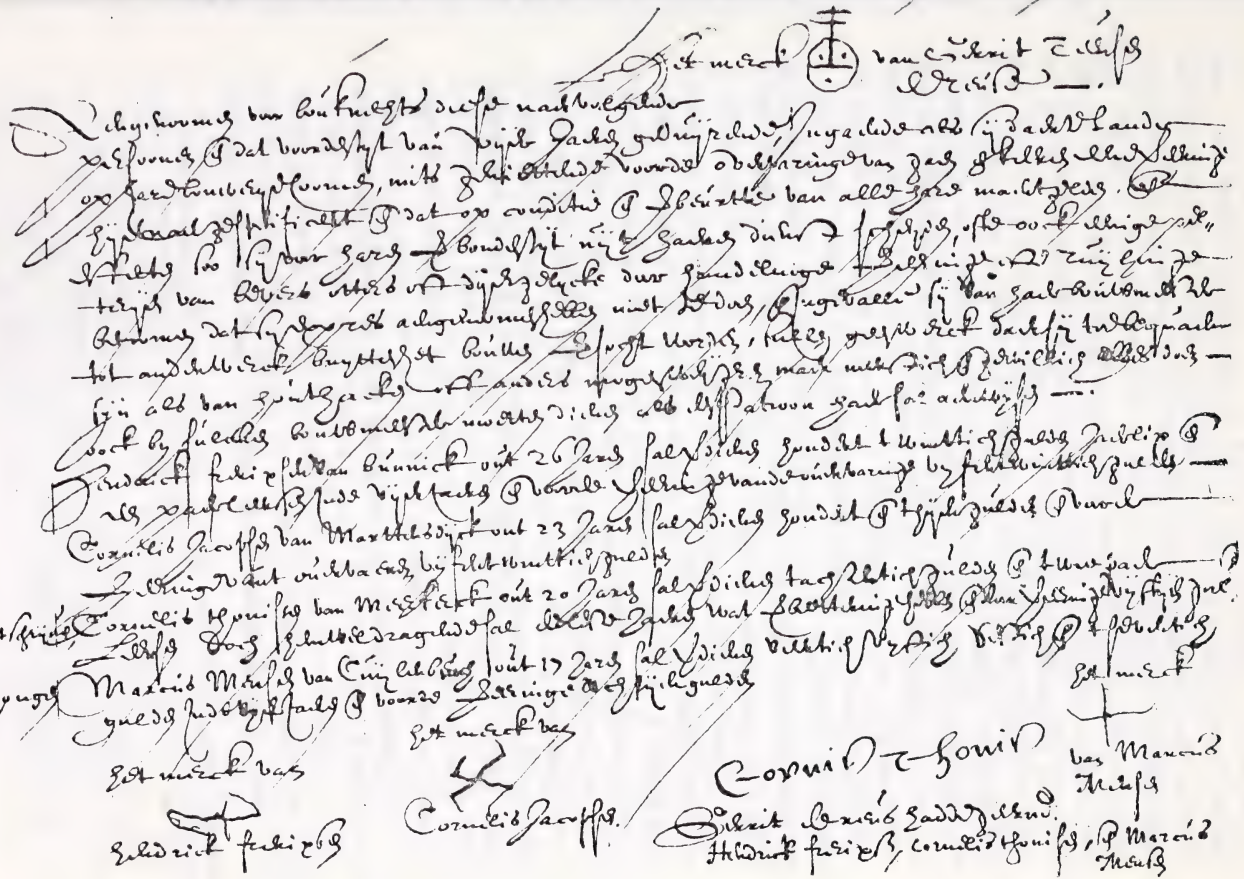
June 27, 1632

Mr *Johan de laedtt,* at Leyden

In Amsterdam, 27 June 1632

Your honor will doubtless have heard how our ship *den walvis,*[87] which together with the yacht *Teencoorntgen*[88] sailed from the Texel on the 24th of May, was on the 26th ditto for nearly two hours tossed about on the banks before Dunkirk, not without great danger of losing the ship and the goods, as most of the people had already left the ship and jumped into the shallops. Nevertheless it pleased Almighty God to rescue the said ship from the said banks, but as it was very leaky and much damaged, they stopped on the 28th at Portsmouth near the Isle of Wight[89] to have her repaired

[86] *V. R. B. Mss, Letter Book,* f.12b.
[87] The Whale.
[88] Other form for *'t Eekhoorntje,* the little Squirrel.
[89] *te porse muyen In wicht.*



Memorandum of the engagement of farm laborers, June 15, 1632. In handwriting of Kiliaen van Rensselaer
From *P. R. B. Mss, Letter Book*, f.12. ¾ of original size

there, the yacht *Teeuwoorngen* being still with her. Meanwhile, *Guilliamme lefant,* being dissatisfied with the command of *David pietersen,*[90] or according to my opinion rather because he was afraid, left the ship and returned over land, to the disgust of the confraters, so that *henrij de forcest*[91] will probably be useful to supply the place left vacant by *Guilliamme*. Said *Guilliamme* made out that the leak was very large and irreparable, but from the letter of *David pietersen* to confrater *Godyn,* dated the 11th of June from Portsmouth, we understand that the same was nearly repaired and that he expected to go to sea at the first opportunity to complete his intended voyage in God's name, drawing on confrater *Godyn* for 60 pounds sterling on account of his expenses there. It would be a pity if we missed the whale-fishing again, as Director *Minuijt,* who has come here, assures us that there are quantities of whales in the South River and that the savages of those quarters wear on their heads mostly small feathers[92] made of whalebone. So much for matters with which the Company of Ten is concerned.

Coming now to our private colony on the North River near Fort Orange, I should have liked best if your honor had called some time at my house so that I could have shown you the situation and condition of the same. Director *Minuijt* has given me a map of the additional land lately purchased, situated between *beeren* Island and *Smaa* Island. There are about 200 [93] of cleared land (or which has been seeded before by the savages) at the water's edge along the river, but stretching toward the woods and inland two days' journey, so that we have at present bought and obtained from the *Mahicans* by legal conveyance all the shore along the river, on the west side, from *beeren* Island to *Monnenis* Castle, being about six hours' walk,[94] the account of the cost of which is still in the hands of the Company. As to the east side, we have the lands situated opposite Fort Orange and Castle Island, from *pacp*

[90] *David Pietersz de Vries.* For account of the voyage see his *Korte Historiael,* 1:94–120, translated by H. C. Murphy, under the title *Voyages from Holland to America, A. D. 1632 to 1644,* N. Y. 1853, reprinted in *New York Historical Society Collections,* 1857, ser. 2, 3:15–48.

[91] See note on p. 75. The name of de Forest is in these documents, in the *N. Y. H. Mss* and in the records of the Reformed Dutch Church of New York consistently written *de forcest,* or *de Forcest,* but Hendrick de Forest and his brother, Isaac de Forest, both sign their name *de forest,* so that *de Forest* may be regarded as the proper spelling. There is apparently no connection between the de Forests and the well known Alkmaar family of van Forcest.

[92] *veerkens.*

[93] Word "morgens" omitted in *Letter Book.* Cf. "Account of the jurisdictions," Jan. 20, 1634, p. 306.

[94] Cf. note on p. 167. According to the map of Rensselaerswyck, one hour's walk = 1600 rods and one Dutch mile = 2000 rods.

Sickenees kil northward past the falls of *de laets kil* thus named by me, which creek runs far inland and in which rock crystal is found, according to Director *Minuit,* to which we must pay more attention in the future.

On the east side I ordered three farms with a grist-mill and a sawmill to be established. I am advised not to put up the sawmill. The grist-mill, according to the last letters, was almost ready and stands on *de laets kil.* One of the three farms, named *de laetsburch,* had been established there, of which *roelof Jansen van Masterlandt* is farmer. He had prepared about five morgens of land to be seeded with winter wheat, but for want of seed, seems to have seeded these last March with summer wheat and a goodly number of morgens more which he would seed later as far as the seed reached. Said *Roelof Jansen* had four horses and 11 sheep, and the cows and hogs which I bought of *Gerrit de reux* were also to be given him, so that he has a complete farm and a suitable house. The island which lies a little further northward on the east side, I have named *de laets* Island so that I have commemorated your honor's name on the east side. The name of confrater *Godyn* I have commemorated as follows: the islands of *paep Sickence* on the east side towards the south, I have named *Godyns* Islands; the mill[95] on the west side at the end of Castle Island, where the first sawmill was erected, I have named *Godyns kil.* This creek runs very deep inland, has quantities of fish, principally bullheads and lampreys, and near by is found much beautiful, arable and meadow land on which in time may be established another farm, which shall then be named *Godynsburch.*

The fourth creek above Fort Orange on the west side is called *Blommaerts kil,* where on the arrival of this ship shall be established a farm according to the contract made with *gerrit de reux,* who with two men and two boys sails thither, with horses and tools and all sorts of supplies needed for himself as well as for the other farms. This farm shall be named *Blommaertsburch.*

The five small islands lying a little further northward on the west side have been named *Blommaerts* Islands.

As for my own name, I have not forgotten that either, having named the colony situated on both sides of the river, *Rensselaers wyck* and *Beeren* Island, where our colony begins; *Rensselaers* Island. Castle Island I have named the West Island and that for

[95] So in original; the reference is evidently to the mill creek, i. e. the Normans Kill.

the reason . . .[96] on which island lies the farm named *Renselaersburg,* on which *Rutger hendrixsen van Soest* is farmer and which has a comfortable dwelling house and barn. Said *rutger hendrixsen* had before the departure of the vessels seeded 12 morgens with winter wheat and four morgens with winter rye, which looked as fine as any on the best land in this country. As he has enough horses, he will apparently seed at least eight or 10 morgens more with summer seed and as I hope to obtain some more animals which are left on the director's farm and shall also get my nephew *wouter van Twiller,* who now goes thither as director of the Company, to buy still others, I confidently expect to obtain enough animals to establish another farm on the said West Island, as it is 136 Rhineland morgens in extent. The said farm shall be called *weelysburgh,* for my wife. *Paep Sickenees kill,* now named *Renselaers kil,* on the east side opposite the mill creek or *Godyns kill,* I suppose that by this time we have bought already with the exception of the woods in the rear, that is the land along the river only, which contains about 600, 700 or 800 morgens of flat and clear land, mostly clay and brown soil, on each morgen of which in good years might be raised one last or at least ¾ last of wheat. However, our principal profit will come from the cattle, for which there is plenty of fine pasture and hay for nothing but the labor (though it is true that the trade yields quick returns but also quickly causes loss)[97] while on the contrary the clearing of the land proceeds with slowness but a certainty of which I have no doubt at all if the Lord preserves us from surprisals.

Now at first we must have a little patience and necessarily spend money to obtain possession. After the first harvest, which is at hand, I hope that our people will no longer have lack of wheat, milk, butter or cheese; they can catch plenty of fish with little trouble and in the course of time they will also have plenty of meat as they have already oxen in the field, of which they can slaughter one at killing time. I intend now by this ship to send six or eight more heifer calves. If we had cattle we should have money and if we had horses we should have wheat. I take good care to avail myself of all opportunities to acquire cattle, which makes many jealous of me, but they have to stand it, as every one

[96] At this point a line is apparently left out in the *Letter Book,* unless the Dutch *om redenen* is meant for *om duidelijke redenen,* that is, for evident reasons.

[97] (*wel is waer dat de coopmanschap haest geeft en oock haest neemt*); literally, though it is true that the trade quickly gives and also quickly takes.

is free to do what is best for himself. The contract which I have made with *gerrit de reux* runs till the first of January 1634 on a yearly salary; but after that, all expenses and wages of laborers must be deducted, and of the remaining grain, milk, butter and increase of animals, one half shall belong to us and the other half to *Gerrit de reux*. I hope to deal with the other farmers on the same basis, as if we had a fixed yearly income; but as during the first years things are not in order, they want to receive monthly wages, as is reasonable. As increase shall count only such animals as are in excess of the original number and before they then get their share, they must give to the patroon the opportunity of purchase at a fixed rate if he so desires. Their share of the wheat I think it for the present not advisable to buy from them at a definite rate, as that can always be done.

As to the profits on which we may count, we have various strings to our bow. The Company will have to keep at Fort Orange yearly some 25 men, from whom, by providing them with everything, we may draw some 2500 guilders a year and therewith pay the laborers' wages. As soon as there is a supply of grain on hand, I intend to erect a brewery to provide all New Netherland with beer, for which purpose there is already a brew kettle there, and when there is more grain, I intend also to erect a brandy distillery, as there are several brandy kettles and wood can be had for the labor.

I also intend to grind meal with a view of selling the same to the Brownists toward the north or to the English toward the south. At the worst, if we had over 100 lasts of grain, which at 100 gold guilders a last would produce 1400[98] guilders, one could for 4000 or 5000 guilders hire a ship to fetch the same and in going load it full of animals, as I have now found out that one can send over animals, feeding them meal without hay. The animals we could keep there so cheaply that the hides would pay the expense and the meat and fat we would have for nothing. I have also given order to raise many hogs, which during the day can run in the woods and during the night stay home, and provided care is taken to put some meal in their drinking water they may be fat before the winter comes. Here I run somewhat ahead, but before three years have elapsed I hope that we shall yearly, as surplus for ourselves and the farmers, grow over one hundred lasts of grain, which will increase from year to year if it please the Lord.

[98] Should be 14,000; the gold guilder equalling 1.40 guilders.

I shall try to have a map made of our colony, which being done, I shall send each of the confraters participants a copy. Further, as I have already advanced various sums of money and must daily advance more, we have thought it advisable that each 1/5 share should contribute 200 guilders and I therefore request that your honor be good enough to send me the said 200 guilders for your 1/5 part by the first opportunity in order that I may not count interest as I have done before. Wherewith ending, honorable, wise, prudent and discreet sir, I commend you to the gracious protection of Almighty God and greet you heartily.

In witness that it has thus been resolved to contribute 200 guilders for each fifth part, we the undersigned participants have also signed this on the 27th of June 1632 at Amsterdam.

Underneath was written: *Kiliaen van Rensselaer, S. Godin, S. Blommaert.*

Power of attorney to Wouter van Twiller to administer the oath of schout to Rutger Hendricksz van Soest[99]

July 1, 1632

This day, the first day of the month of July in the year sixteen hundred and thirty-two, before me, *Peter Ruttens,* admitted notary public by the Court of Holland and residing at Amsterdam, and before the afternamed witnesses, appeared in his own person, the Hon. *Kiliaen van Rensselaer,* formerly director of the Chartered West India Company, Chamber of this city, well known to me, the notary, as patroon of his colony named Rensselaerswyck, lying on the river *Mauritius,* or North River of New Netherland, by virtue of the Freedoms granted to all patroons by the Assembly of the Nineteen of the Chartered West India Company, on the twenty-eighth of March, sixteen hundred and twenty-eight, and the seventh of June, sixteen hundred and twenty-nine, and has in that quality legally constituted and empowered, as he hereby does constitute and empower, the Hon. *Wouter van Twiller,* director general on behalf of the said Company in New Netherland aforesaid, giving him complete and absolute power, authority and special order, in his, the constituent's, name and in his behalf, to administer to *Rutgert henricksz van Soest,* farmer on West Island, on *Rensselaers Burgh*

[99] *V. R. B. Mss, Letter Book,* f.13.

in *Bylaersdal,* the proper oath of fidelity as officer and schout in and over the aforesaid constituent's colony and the jurisdiction of the same with the solemnities required in the case, and further to do and perform in the matter everything else that in such or similar cases is required and necessary to be done, and as he, the constituent, being present in person as patroon aforesaid, might do himself, even if the matter required greater and more specific power, promising to hold good, satisfactory and valid whatever shall be done, executed or performed herein by the said deputy, all according to the requirements of the law; copy hereof in due form being requested. Thus done within the aforesaid city of Amsterdam, at the house and office of me, the notary, in the presence of *Ian de graeff* and *henrick doose,* as witnesses.

Power of attorney to Rutger Hendricksz van Soest to administer the oath of schepen to Roelof Jansz van Masterland, Gerrit Theusz de Reux, Marinus Adriaensz van der Veere, Brant Peelen van Nijkerck and Laurens Laurensz van Coppenhagen; the schepen oath[1]

July 1, 1632

This day the first day of the month of July in the year sixteen hundred and thirty-two, before me *Peter Ruttens,* admitted notary public by the Court of Holland, and residing at Amsterdam, appeared in his own person the Hon. *Kiliaen van Rensselaer,* formerly director of the Chartered West India Company, Chamber of this city,[2] well known to me, the notary, as patroon of his colony called Rensselaerswyck, lying on the river *Mauritius,* or North River of New Netherland, by virtue of the Freedoms granted to all patroons by the Assembly of the Nineteen of the Chartered West India Company on the twenty-eighth of March, sixteen hundred and twenty-eight, and the seventh of June, sixteen hundred and twenty-nine, and has in that quality legally constituted and empowered, as he hereby does constitute and empower, the Hon. *Rutger hendricxsz van Soest,* farmer on West Island, on *Rensselaers burgh* in *Bylaersdal,* in the quality of officer and schout over the aforesaid

[1] *V. R. B. Mss, Letter Book,* f.13b.

[2] The words "formerly director . . . of this city" are in the handwriting of Kiliaen van Rensselaer and were substituted for "merchant residing in the aforesaid city."

colony, giving him complete and absolute power, authority and special order in his, the constituent's, name and in his behalf, to administer to and receive of *Roelof Jansz van Masterland,* farmer on *de Laets-burgh* in *Twillers dal,* the proper oath of schepen over his aforesaid colony and the jurisdiction of the same, also to *Gerrit Theeuwise de Reus,* farmer on *Bloemarts-burgh* in *Welys dal,* also to *Marin adriaensz,* tobacco planter on *Godins-burgh,* also to *Brand Pelen vander Nieckerck,* farmer on West Island on *Welys burgh* in *Bylaers dal,* also to *Laurens Laurensz van Coppenhagen,* miller on *de Laets kil,* with further authority to substitute one or more others in the place of those that are absent or deceased, subject to the approval however of the honorable constituent as patroon aforesaid, and further in the matter to do, observe and perform everything else that in such or similar cases is required or necessary to be done, and the constituent as patroon aforesaid being personally present might do himself, even if the matter should require fuller authority. Promising to hold good, satisfactory and valid whatever shall be done, executed or performed herein by his deputy aforesaid; all according to the requirements of the law. Thus done within this aforesaid city of Amsterdam, at the house and office of me, the notary, in the presence of *Ian de graeff* and *hendrick doose,* as witnesses.

The oath of the schepens

To be read and administered
by the honorable schout.

This you swear, that you will be good schepens, that you will be loyal and feal to my gracious lord and support and strengthen him in his affairs as much as is in your power; that you will pass honest judgment between the lord and the farmer, the farmer and the lord, and in the proceedings between two farmers, and that you will not fail to do this on any consideration whatsoever.

So help you God.

Memoranda from Kiliaen van Rensselaer to Wouter Van Twiller[3]

July 20, 1632

Memoranda given by *Kiliaen van Rensselaer,* as patroon of his colony called Rensselaerswyck, to his nephew *Wouter van Twiller,* director general in New Netherland of the Chartered West India Company, wishing the same good luck and a safe and happy voyage. This 20 July 1632, in Amsterdam.

On the ship you will please to look after the persons who for my account go over by the same ship, to wit:

Gerrit Theeusz de reus, farmer
hendrick frerixsen van bunnick } farm
Cornelis Jacobsz van martensdyck } laborers
Cornelis theunisz van meerkerck }
Marcus mensen van Culenburgh, farm boy

Charging the same to take good care of the calves which are sent over with them, also to provide the same well with food and water and to keep them clean. To that end I send along:

2 pipes of spent malt or draff
one hogshead and 2 barrels[4] of rye meal
three barrels ground linseed cakes
12 sacks of hay for refreshment[5]

I send along also for the use of the farms a ship's chest in which are:

12 grass scythes
19 Hainault scythes[6] for grain
9 horse traces, 8 collars, 4 whips, 4 dozen whiplashes
also a hamper in which a small keg with 33 lb treacle as medicine for the horses
two fine firelocks[7] with powder flasks, one of which is a matchlock[8]
also a bastard greyhound for *G^t. de reus*

A silver-plated rapier with baldric and a black hat with plume, to be presented to *Rutger hendrixsz van Soest* in his capacity as officer and schout of Rensselaerswyck, for which purpose I give

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[3] *V. R. B. Mss, Letter Book,* f.14.
[4] *smaltonnen.*
[5] *tot ververschinge.*
[6] *sichten;* short single-handed scythes, also called Flemish scythes.
[7] *vuyrroers.*
[8] *snaphaan.*

your honor proper power of attorney to administer to the same the usual oath of fidelity. I should be pleased if this matter were disposed of as soon as possible, and if the opportunity does not present itself for your honor to see him or have him come to see you soon, you will please give a power of attorney to the then *commis* of Fort Orange to administer the oath to the said *Rutger* with the proper formalities, if possible on the farm which he now occupies, and thereafter to offer him the rapier and the hat.

Also, four black hats[9] with silver bands, to be presented in my name to the following persons, whom I have designated as schepens and councilors of Rensselaerswyck according to the accompanying power of attorney:

Roelof Janssen van Masterland
gerrit theussen de Reus
maryn adriaensz vand. vere
Brandt Pelen vander nykerck
Laurens laurensz van coppenhagen

For which purpose I send by you a formal power of attorney made out to the aforesaid officer *Rutger hendrixsz* to be handed to him with the copy of the accompanying schepen oath, whereupon he shall summon the aforenamed persons to his place of residence, have the aforesaid power of attorney and schepen oath read to them, and after suitable remarks and with becoming respect, as in the presence of God, administer the said oath and thereafter present each one of them with one of the aforesaid hats.

And whereas *Wolffert Gerritsz* has requested to be released from his engagement, although I had expected that he would have moved his residence up above, or at least have stayed there for some months the better to look after my affairs, you will grant him his request; and as I have been informed that he has not troubled himself much about my affairs and has also been but seldom up the river, you will make such arrangements with him as the circumstances require and see whether you can not buy some animals from him for me, as I understand that he has a good quantity of them left, the price of which and the charges for his trouble you may add together.

Meanwhile, you will please take charge and superintend my men as much as possible and request somebody at Fort Orange to keep an eye on them during your absence and, in case they should be

[9] *vier swartte hoeden;* though five persons are named.

N. B. *philips Jansen van haerlem*, who has drawn the map,[10] might perhaps be suitable for this purpose, but the very best is *dirrick cornelissen duijster* if he should remain and if he does not thereby become suspected by the *commis*[11]

in need of some one to write or to read their instructions, to take charge of that also, or do what in your opinion shall be advisable and of service to me.

Concerning Officer *Notelman,* who was to deliver to me all the animals and farm implements which belonged to *Gerrit de Reus* after compensating the Company for them according to the contracts of the farmers, I understand that he has been prevented by frost from bringing them up above before the winter, but he promised me that he would do so at the first opportunity in the spring, of which I doubt not. However, if he has not at all or only in part carried out his promise, you will cause him to do so, as I need the animals as well as the implements very much for my men and farms, and would suffer great damage and delay in case he acted contrary to his agreement. Of the horses and cows which he has kept over winter, he has enjoyed the dairy products and the labor, having so overworked the horses that they have all thrown their colts prematurely. Nevertheless, you will in all justness settle the matter with him and as, so far as I know, I am still several animals short of the complement of the two farms of *Evert focken* and of *Gerrit de Reus,* for which I must pay the Company, you will take care that I obtain the rest. You must know that the two old stallions which *Rocloff Jansz* has and also the horses of the stave splitters are not included therein, but must be paid for separately and, as I have not received any hogs and Officer *Notelman* has a good quantity of them to spare, you might take the same over from him or from some one else for the Company and according to the contract cause the same to be delivered to me.

I understand that *Claes corneliss rademaecker*[12] is quite willing to give up some horses and cattle; if you can obtain any from him or any one else, you will not fail to buy the same for my account, as I am fully determined to take over all animals that are for sale, whether old or young, at a reasonable price or at the rate of those sold before; and as many young animals as are to be had on the farms of *Minuit* and *Bylvelt* of which I shall apparently obtain a goodly number, you will please send all of those up the river at the

[10] Apparently a draft of the map of the colony of Rensselaerswyck reproduced in this volume; see p. 33.

[11] Marginal note in handwriting of Kiliaen van Rensselaer.

[12] *rademaecker* means wheelwright.

first opportunity; and as it is apparent that several farm hands when their time has expired will come home, you will select from them the best and as many as you shall judge necessary for my farms and animals; and if there are any suitable blacks, provide me with them if you think that they will render me good service. On the contrary, if there are any persons in my employ whom your honor considers unserviceable to me and who do not properly acquit themselves of their duties, whether master or servant or whoever it may be, you will *ipso facto* deport and discharge the same, and if they return home, they will in all such cases do so at their own expense.

Herewith I send also two barrels in which are 9½ schepels of buckwheat for seed, to be divided among my farmers.

Also half a barrel, in which 2 schepels, and one firkin[13] of rape seed, also to be divided among my farmers, and to be seeded in such places as they find suitable thereto, taking good care to preserve the crop, so that in the future they may sow the same again and advise me if it succeeds well.

In case you are of opinion that I could run the brickyard with profit, you will please see to that, as the clay of which the bricks and tiles are burned must be taken from my land.

If the savages should be inclined to sell the small islands above Fort Orange, as well as that opposite the fort and those of *Paepsickenè* (which are also situated on the east side somewhat farther south than Castle, now called West Island), I should be pleased to buy the same, as my colony would then be complete[14] and no one else own land therein.

You will also please notice whether any silkworms are found there and whether it would be advisable to do anything with them, as mulberry trees occur in my colony and such worms are likely to be found there.

Herewith goes a copy of the instructions to *Rutger hendrixsz van Soest*, together with the contract made with *Gerrit Theeussz de Reus*, of which your honor will please send a copy to Fort Orange in order to hear the decision of the other farmers respect-

[13] *viercleval.*

[14] This expression is significant in connection with the patroon's statement in his letter to de Laet, June 27, 1632, that they had "all the shore along the river, on the west side, from *beeren* Island to *Mamanens* Castle," a distance, according to the map of Rensselaerswyck, of exactly four Dutch miles or leagues, the extent of territory on one side of a navigable river allowed by the fifth article of the Freedoms and Exemptions, which the patroon evidently understood to be inclusive of the islands. Cf. note on p. 167.

ing it, whether they would be willing to accept similar conditions or not, whereof your honor will please send us definite advice.

The horses and cows which I and other farmers must furnish to the Company from the respective farms, according to the conditions, I am satisfied to retain and accept at the price formerly paid and as fixed by the Company. I request your honor not to be too saving in this matter, that I may get the same, specially those of *wolffert gerritssen,* who, as I understand, is willing to deliver his at the first opportunity in order to have his other animals free.

Instructions to Rutger Hendricksz van Soest, schout, and the council of the colony of Rensselaerswyck[15]

July 20, 1632

Instructions for *Rutger Hendricxssen van Soest,* officer, and for his associated council[16] in Rensselaerswyck, sent him by *Kiliaen van Rensselaer,* patroon of the said colony, according to which, so far as they apply, he and the other inhabitants of the said place must faithfully and honestly govern, comport, conduct and acquit themselves.

1 First, *Rutger Hendricxsz* aforesaid, after taking the oath of fidelity and as officer aforesaid, shall present himself before and call on the *commis* of Fort Orange and offer him every favor, assistance and the usual tokens of friendship, in order that they may mutually aid one another not only with word and deed, but in time of danger with life and limb against the common enemy; and he shall further entertain constantly friendly relations, each respecting the other.

2 On all occasions when a council meeting is held (which must take place at the officer's house), they shall not neglect to invoke the name of the Lord, and every Sunday and on the usual holidays they shall come together to read aloud some chapters from the Holy Scriptures, for which purpose a Bible is herewith sent to them, as well as a *huyspostille Schulteti*[17] in which every Sunday throughout the year has its special lesson and exposition of God's Holy Word, to which reading *Brandt Peelen vander Nieckerck* is hereby authorized.

3 Third, the officer shall select one of the schepens or some one else whom he may judge fit to record the resolutions of the council.

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[15] *V. R. B. Mss, Letter Book,* f.17. Extract of these instructions in *V. R. B. Mss* 36; see p. 701.

[16] *bygevoegde Raden.*

[17] Abraham Scultetus, *Huys Postillen.*

4 If any one of the schepens should misbehave himself, so that the officer have cause to enter a complaint against him, the delinquent shall during the deliberation on his affairs absent himself from the council.

5 In order that the officer and the schepens may know the better the Freedoms of the patroons and colonies, I send herewith five printed copies, one to be given to each of the schepens, and a sixth for the officer, and those who can not read shall immediately have the same read to them by others, that they may in no wise exceed their rights.

6 And although the fifteenth article of the said Freedoms concedes to the patroons, at places where the Company has no *commis*, the trade in beaver, otter, mink and similar peltries, and my colony extends several leagues above and below as well as opposite Fort Orange, which as well as the example of other patroons might easily induce my people to engage in such trade of peltries, it is nevertheless my express wish and desire that without my further order no one, be he free or servant in my employ, or living in my colony, shall presume to barter any peltries with the savages or seek to obtain them as a present, on forfeiture of their earnings and all their other effects according to the conditions and express stipulations of their contract; and in order that no one should in any way pretend ignorance thereof, the aforesaid officer shall summon before him all the inhabitants of Rensselaerswyck, together with all those who are in my service, whether old or young, man or woman, master or servant, no one excepted, in order to notify them of this my intention. But in case any savages should offer any one of them two or three skins for food or drink, he must deliver the same immediately upon receipt to the officer aforesaid, who at least once every month or six weeks shall turn the said skins over to the *commis* at Fort Orange, and take proper receipt therefor.

7 The seawan, pearls, minerals, crystals or similar things which any one of them may find or obtain he must deliver into the hands of the officer, who shall keep the same in safety and at the first opportunity have report thereof made to the patroon in order that he may take proper measures in regard to the same.

8 Forbidding all inhabitants of Rensselaerswyck, in case they discover in the said colony or outside any gold, silver, copper or other mines or any marble quarries, or pearl fisheries and whatever else might be of importance, to reveal the same to any one but the officer, who if the same are situated outside of the colony, but not

otherwise, shall report the same to the *commis* at Fort Orange in the name of his patroon as the first finder and immediately advise his patroon thereof, who shall thereafter regulate the matter and according to circumstances offer a substantial reward to the first finder.

9 The officer is hereby warned that rock crystal is found in *de Laets kil* opposite Fort Orange, above and inland from the dwelling of *Rocloff Janss,* and that care should be taken to see whether the mountain from which the same drops into the creek can not be found.

10 The officer shall with the advice of the council take measures to have the following farms put into working order at the earliest possible moment, to have the houses erected and the farms provided with people and animals.

The first farm shall be that on which the officer lives now, called *Rensselaers burgh,* and of which he, the officer, shall remain farmer.

The second, that across the river, where *Roclof Janssz* dwells, called *de Laets burgh,* on which the said *Rocloff* shall remain farmer.

The third shall be established on Castle Island, now called West Island, the house to be erected where it shall be most convenient and as near as possible to every other farm, on which farm, which shall be named *Welys burgh, Brandt Pelen vander Nickerck* shall be farmer, who shall have half of the said island for his use.

The fourth shall be established on the fourth creek lying north of Fort Orange and south of the islands which lie in the river. On this farm, which shall be called *Blommaerts burgh, gerrit theusz de reus* shall be farmer.

And in order that the two houses which have not yet been commenced may be the sooner finished, the officer shall request of the *commis* at Fort Orange the assistance of the carpenters, smiths and other workmen, at the expense of his patroon. Meanwhile, *Roclof Janssz, Laures laurenssz, Barent theunisz* and all others who are at all capable of working on the aforesaid houses, shall assist each other diligently and faithfully, so that the aforesaid houses may be erected and finished. But even if they can not get any assistance from the men of the Company, they shall all without exception help one another faithfully, as people having but one and the same master.

To the director, *Wouter van Twiller,* I have handed a copy of the conditions made with *Gerrit Theeuwisz de reus* concerning the farm above Fort Orange, and am willing to let all my other farmers enjoy the same conditions also. However, as the farms of the officer

and of *Roeloff Janssz* are already in working order, the conditions respecting the same must go into effect on the first of January next, but for the farm to be established for *Brandt Peelen,* they shall go into effect only on the first of January 1634, like those of *Gerrit de reus;* acceptance whereof, so far as he is concerned, each one must without fail send me by the first ship.

Nor must they neglect to send me by the sllip *de walvisch*[18], which towards winter will come to fish in the South River and will leave in the spring, information of everything, to wit, what kind and how many animals each farm has, how many of them have died and what the increase has been, what grain there is in sacks, in the granary and on the field, what the profit or loss of each farm has been, how much land is attached to each farm and further everything that is necessary, so that the patroon may know from year to year exactly what his profit has been and which farmers have exerted themselves most.

If any farm hands or even farmers or any one else should misbehave themselves, especially those who through quarreling or fighting, through laziness or drinking, neglect the profit of their patroon, they must be corrected and punished according to the customs of these lands and especially according to the laws of this province of Holland, without regard to person.

Concerning the milk, butter, cheese and further all kinds of grain and root crops which every one has in store, they shall try to sell these to the best advantage for the patroon, either to Christians or savages, and if they have so much grain on hand that it can not be used there, they shall send it over to this country in the ships of the Company with proper invoice, after having inquired of the director how much room for that purpose there is in the ships. And if they think it advisable to erect a brandy distillery or a brewery, they shall ask the director for the large brewing kettle and brandy kettle which is at the *Manhattes* and sell the brandy and beer either at Fort Orange or at the *Manhattes* or elsewhere.

As to the young cows, as soon as they are of suitable age they shall be covered by the bull in order to increase the stock, and the bull calves shall from the first be castrated and kept in order to fatten them, but the young horses shall not be covered before the third or fourth year.

Further, a goodly number of hogs shall be kept on each farm, which can be trained to run in the woods in the daytime and to come home at night, and if they must be tended by a swineherd dur-

[18] The Whale.

ing the day it is not necessary that each farm have a boy for that purpose, as one person could easily watch all the hogs together, and if the houses are too widely separated, the hogs might be taken for the night now to one farm and then to the other.

The people shall supply and furnish one another all such tools and victuals as one is provided with and the other not, in such way however that each one must keep account of what he gives out and receives. As I do not doubt that this next slaughter time some of my young steers will be fit to kill, you must sell the same either at the *Manhatas* or at Fort Orange to my best advantage and do the same year after year, and each year try to increase the amount.

In case you should have more milk or butter than can be consumed there in the country, you must take care to preserve the butter with salt so as to be fit for shipment. But to my mind it would be more profitable to make cheese than to churn the milk into butter.

If the *commis* at Fort Orange, contrary to expectation, should act in an unneighborly manner, you will carefully examine the printed Freedoms and do whatever be found there to my advantage, making use of the sixth article, by which fishing, shooting of birds and grinding of meal within my colony are reserved to the patroon or to the person having his permission and by which all the lands above as well as below and opposite Fort Orange are under my jurisdiction. As during the winter large quantities of venison are brought to the fort by the savages, with which they readily part in return for milk, butter, etc., care must be taken to buy up and salt the same for use either pickled or smoked, not only for your own needs but also as food and provision for the *Manhatas* and other quarters, and if they have enough, to send it here. You must also know that opposite the fort toward the south, there are large quantities of geese and turkeys, so that I am inclined to think that my colony will soon be in a flourishing state, specially if you on your part show no lack of diligence, industry and work.

If any one who is not in my service should wish to do some farming in my colony, specially on the lands bought by me, you must not permit but must prevent the same, as you are hereby advised that all the lands lying on the west side of the river, from *beyren* Island to *Moeneminnes* Castle, have been bought by me and paid for, even including the place where Fort Orange stands, but if those of the fort offer you the helping hand, you shall in return accommodate them as much as possible, in order that one hand washing the other they may both become clean.[19]

[19] For additional paragraph, see p. 701.

Kiliaen van Rensselaer to Coenraet Notelman[20]

July 20, 1632

Laus Deo, this day, 20 July 1632, in Amsterdam

Conrad notelman

Mon cousin: I find myself with your favor of the 15th of January last past, with the account of the f30 given to you here and the f21 received from *Rutgert hendrixsz,* which is therefore settled. I have further given to your wife f75, as she states in her letter I suppose, which you must make good there. I have also given her the 2 RD[21] of *Gerrit de Reus* and the 3 RD of the *Noormannen.* The f36 of *hendrick gysbertsz van Vianen* were received and given to my brother in law to hand to your wife, but this she did not know yet when she wrote her letter.

The f3 of *minne bouwessz* are still lacking . . .[22] on account of the great changes which have taken place here, and if I had not exerted my influence they would have recalled you together with others whom they are ordering home, as my nephew *Woutter van Twiller,* who now goes there as director general, will no doubt tell you. He has also done his best to keep you there, so that you will now have to pay close attention to your duties and perform them to the best services of the Company or they will the next time easily find occasion to remand you. However, I have no doubt but you will properly acquit yourself of them.

I have asked my aforesaid nephew to look a little after the affairs of my colony, which you will please do also and faithfully advise me of all that happens there.

I have released *Wolffert Gerritsz,* on your advice and at his request, and also given my nephew orders to talk over with you the things of which you write. I see that of my eight calves six arrived, of which two died later in that country, so that there are still four left, which no doubt you have sent up the river with my other animals in good time in the spring. I hear some complaints that you have worked my horses a little too hard so that they have all thrown their colts prematurely. I hope that this is not true, but that on the contrary they brought forth the colts last May. I wish, now that the farm of *minuit* has been granted to my nephew *wouter van Twiller,* that you might get that of *Bylvelt,* and also that I might get the

[20] *V. R. B. Mss, Letter Book, f.21.*

[21] RD stands for *rijksdaalder,* or rix-dollar, a silver coin of the value of 2.50 guilders.

[22] Here a line or more must have been omitted in the *Letter Book.*

surplus young stock of both, as otherwise I do not know wherewith to support without loss the 50 persons whom I must have there within four years. The hogs which must still be delivered to me by the Company, I have requested my nephew to take of you on proper payment. I am glad to hear that *Rutger hendrixsen* has acquitted himself so well and has a fine farm with a good farmhouse and 16 morgens winter wheat in the field and apparently will have sown also a good quantity of summer wheat.

I have made him officer over my colony named Rensselaerswyck, and presented him with a plated rapier and baldric as well as a hat with plume.

I have thought fit to establish another farm above Fort Orange, of which *Gerrit theeusz de reus* shall be farmer. I have promised to return to him the animals which came from him and I have no doubt that he will find them there on his arrival. Also a fourth farm on Castle Island, next to *Rutgers,* of which *Brandt peelen* will be farmer. I hope that I shall have animals enough for the aforesaid farms, which with that of *Roeloff Janssz* will then be four in number, and if I can get more animals, I should by the next ship like to fit out two more farms and send the people for them over at the same time. I beg you to look well after these matters, especially when you go up there to note how everything proceeds and who acquits himself best, just as you have done lately, for which I thank you very kindly. In turn I shall on all occasions look after your interests.

For the rest I refer to the verbal report of my nephew *Wouter van Twiller,* to whom I have recommeded you most highly. I doubt not but he will be more favorably inclined toward you than his predecessor has been. But you have occupied yourself a little too much with the personal question against the director, notwithstanding I had warned you so strongly against that. In all well ordered governments one must respect his chief and work not for faction but for the common good, for where the head is against the members and the members against the head everything must be lost.

Wherewith ending, *mon cousin,* I commend you to the gracious protection of Almighty God and with hearty salutations from myself, my wife, her mother, sister and brothers and all the friends, remain,

Your willing servant and *Cousin,*

K. V. R.

N. B. I should like nothing better than to hear by your next letter that you are on goods terms with my nephew, the director, and if you hear anything to his disparagement, you will properly defend and warn him. The letter of your wife, I have sent by him; it is in the chest[23] in which are my farm implements, such as Hainault and grass scythes. *Vale.*

Kiliaen van Rensselaer to Dirck Cornelisz Duyster[24]

July 20, 1632

Laus Deo, this day, 20 July 1632, in Amsterdam

Honorable, discreet *Sr Dirck Cornelissz duyster*: This will serve [to let you know] that I have duly received your writing of the 1st of November last past, from which I learn the situation of my farms and your opinion of *wolffert gerritsen,* whom I have released at his request. You thank me that I have procured you the office of *commis,* which I did with great pleasure, conscientiously believing that you merited it. I only wish that my successors had done so likewise, but as new lords usually make new laws, I have heard a rumor that they have appointed some one else above you and also that they summon home *albert ditcringh* and *Bastiaen Janssz crol.* Therefore, if you should make difficulty about accepting again the office of *onder-commis,* no one of the old servants would remain there, which might easily cause great changes and the complete destruction and ruin of the flourishing trade which now increases so much, and at the same time completely spoil my young and tender colony which has already cost me so much, and place the people in great peril, which I hope Almighty God will graciously prevent. I should be pleased if you could resolve to stay there, as I do not know at all the *commis*[25] who is to be there, and as I hear that he is quite prejudiced against the colonies, so that instead of showing friendship, he will seek to offend me. If he do so, I shall oppose him, and who knows how it will go ten months from now, when again six directors must retire. I have already brought some order in my colony called Rensselaerswyck, namely I have appointed *Rutger hendrixsen* as officer and schout and also chosen five schepens to guard my rights there, and I have sent to each a printed copy of the Freedoms with full instructions according to which they

[23] *cargasoen kistgen.*
[24] *V. R. B. Mss, Letter Book,* f.22.
[25] Hans Jorisz Hunthum.

must regulate themselves. If the *commis* refuse me favors that he could easily grant without prejudice to the Company, I must look out for myself, as all the land from *beeren* Island to *Moenemins* Castle belongs to me by lawful purchase and conveyance, even the land on which Fort Orange stands, and nobody may without my consent fish, fowl or shoot game, or even do any farming on my land, according to the sixth article. However, if he is disposed to act in a proper and neighborly manner, I seek only peace and pleasant relations, but if he is not willing, I shall not trouble myself much about him. I have prohibited my people from trading in peltries notwithstanding I have as good a right as others,[26] according to the fifteenth article of the Freedoms. I have done this to avoid dispute with the Company and therefore hope that as hitherto they will not act otherwise than fairly towards me, unless the *commis* who is now going there should be partial, as I fear he will be, and as I have been told he has already sufficiently intimated here in this country. The Company might better have entrusted the trade to you, or at least could have sent another and less notorious[27] person than this. I am very anxious [to know] whether he will prove the man [to do the things] for which some have forced him in fairly against the breast of many of the directors. They have made my nephew *Woutter van Twiller* director general, who also goes over now. I have most highly recommended you to him. He is quite content with you; would that he were equally satisfied with the other, but time will show. If you can not resolve to stay at Fort Orange, you might try to exchange places with *Jacobus van Corler,* that he might be appointed at the fort and you as *commis* at the North.[28] If you decide to stay, I recommend you to do your best, and inasmuch as *Rutger hendrixsz* and my other men are not very ready with the pen, be pleased to help them a little and I trust you enough for them to let you read my letters and instructions. Wherewith ending, I commend you to the gracious protection of Almighty God and greet you heartily.

Your affectionate friend

Kindly do me the favor to have *albert dieterinck* or some one else some day pace off the farm lands from *Moenemins* Castle to

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[26] The original has *alsoo geen recht hebbe als andere,* which is apparently a mistake for *alsoo goed een recht hebbe als andere;* see article 6 of instructions to Rutger Hendricksz, p. 209.

[27] *opspraeckelyck.*

[28] *om de Noort;* literally, around the North. The expression refers probably to Fort Good Hope, on the Connecticut River.

the falls and from the falls to the pine wood[29] lying above the islands; also the lands near the mill creek,[30] and the farm lands opposite Fort Orange, as well as those which lie between *beijren* Island and *Smax* Island, that I may know how many paces long and how many wide each portion is, and to have *philips Jansen van haerlen* make a map thereof. The [map of the] other [land] which *Mr crijn*[31] measured, I have duly received. I shall also write a short letter to *albert dieterinck* and another to *Bastiaen Jansen crol*, as I very much desire this done. *gerrit de Reux* will no doubt help also.

Kiliaen van Rensselaer to Bastiaen Jansz Krol[32]

July 20, 1632

Laus Deo, this day, 20 July 1632, in Amsterdam

Bastiaen Jansz crol

Honorable, prudent, very discreet Sir: I find myself with your favor of the [33] January, in which you thank me that I helped to promote you to the directorship,[34] which I did with pleasure. However, though new lords make new laws, I am astonished at the great changes which they are making, inasmuch as they summon you and *albert ditering* home and send a new *commis* to Fort Orange, appointing *Dirck cornelissz* again as *onder-commis*, and if the same refuse to accept this, as I half fear he will, not one of the old servants will be there, with the result that the trade which has now been placed upon such a good footing by you might again be completely ruined, unless something worse happen, which God forbid. I thank you for the purchase of the land and other courtesies done to me, as well as for the communications sent to me, and although they now send my nephew *Woutter* there as director, believe me freely that he has not tried in the least to oust you from your office, as the directors have offered it to him without his asking for it and without my speaking to any one about it for him, going on the general principle that they wanted to call all the people home (which

[29] *greynen bos*; the site of the present city of Watervliet.
[30] *Meulekil*; the Normans Kill.
[31] Crijn Fredericksz; see p. 636.
[32] *V. R. B. Mss, Letter Book*, f.21c.
[33] Day of month not given.
[34] Krol was director general of New Netherland for 13 months, apparently from the end of February, or beginning of March 1632 to the end of March 1633; see Examination of Bastiaen Jansz Krol, June 30, 1634, on p. 302.

thus far they have not been able to do however) and send altogether a new set of people, a few excepted. Whether they act prudently and wisely in this, I leave for others who are cleverer than myself to judge. The result will show it; and whether they are not recalling more efficient and faithful people than some of the new ones they send out; the Lord only knows. At all events, many of them are sorry to send any one who is favorable to the patroons, even without harm to the Company. But they can not yet do everything they would like. I commend to you once more the best interests of my colony, which has already cost me a great deal. Wherewith ending, I commend you to God's gracious protection and send hearty greetings.

Your very favorably disposed friend

I should be pleased if *albert Dieterinck* or some one else would some day pace off those of my farm lands which *Mr crijn*[35] has not measured, to wit: opposite Fort Orange; also near the mill creek;[36] further above the pine wood[37] to the falls, from there to *Moenemins* Castle, the length and the width.

Kiliaen van Rensselaer to Wolfert Gerritsz[38]

July 20, 1632

Laus Deo, this day, 20 July 1632, in Amsterdam

Honorable, discreet *Woffert Gerritsz:*

Your letter of the 9th of January last I duly received, from which I learned the condition of my farms, as also that I should send some farm hands, to which end I have engaged *Gerrit theeussz de reus,* who goes thither with some servants. I did not send more, as I thought that for the present this would be enough. I had hoped that you would have settled in my colony but, as I am told, your wife was not much inclined thereto, which I imagine to be the reason that you seek to be released, and as I should be sorry to keep anybody in my service against his will and to his discomfort, I have ordered by nephew *Wouter van Twiller,* who now goes thither as director general, to settle your past accounts in all fairness and at the same time to negotiate with you about the animals that remain in your possession, as I still need quite a num-

[35] Crijn Fredericksz; see p. 636.
[36] *meulekil;* referring to the Normans Kill.
[37] *grejnen bos;* the site of the present city of Watervliet.
[38] *V. R. B. Mss. Letter Book,* f.23.

ber for the completion of my projected farms and Officer *notelman* has advised me that you will let me have some. I should have been pleased if you had sent me the account of the various kinds of grain which were grown in 1631 and whether they amounted to enough to furnish food for all my people and animals, as I can not learn what was grown in 1631; I hope that this year will be better.

It shows bad management that *Roeloff Janssen* could not get any winter seed; I hope that he has sown the more summer seed. If my people had a good supply of grain, I should think it not a bad plan if I established a brewery and brandy distillery in my district, in regard to which I shall be pleased to receive your advice at the first opportunity, as also how many farms there could be in my colony giving every farmer 20 or 30 morgens arable land besides pasture and meadow land. For the rest I refer to the verbal communications of my nephew, the director, commending you meanwhile to the gracious protection of Almighty God and saluting you heartily.

Your very willing friend

I have recommended you to my nephew, who I have no doubt will show you every favor so far as the service of the Company and his commission will allow.

Memoranda about letters to Albert Dieterinck and Jacobus van Curler and about Rutger Morris[39]

July 20, 1632

N. B. The letter to *aelbert dietterinck* respecting the pacing off of the farm lands.

N. B. Ditto to *Jacobus van Corler* to take the place of *dirrick cornelissen Duyster* as *onder-commis* at Fort Orange, who in turn could in his stead become *commis* at the North.[40]

N. B. The English boy who came over from the South is called *Rutgert Moris;* he is drummer at the *Manhatans* and has sown tobacco for Director *Minuijt.* From 300 plants the director had at a guess 80 lb; it was sown in the fall, covered during the winter with manure and transplanted in the spring.

[39] *V. R. B. Mss, Letter Book,* f.23.

[40] See p. 216.

List of animals in the colony of Rensselaerswyck[41]

July 20, 1632

Classification of the animals *belonging to the colony of Rensselaerswyck with specification*[42] of the persons from whom I have obtained them, this 20th of July 1632

Mares
- 3 from the farm of *Evert focken* — there remains still 1 belonging to the Company.
- 0 1 bought of the stave splitters has died in the possession of *Rutger*
- 4 bought of the Company, 1630, which are now all fully 3⅓ years old
- 4 from the farm of *Gerrit de Reux* which bore colts
- 2 from the farm of *Bylevelt* which bear colts

Total 13

Stallions
- 2 foaled in 1630, bought of *Pr minuijt*
- 1 foaled in 1630, from the farm of *Bylevelt*
- 2 old ones bought of the Company, on the farm of *Roelof jansen*
- 1 thrown in 1629, bought of the Company, coming from *minuijt*
- 1 thrown in 1630 bought of *minuijt*. N. B. This shall be yours provided you give me some colts thrown May 1632 in return
- 1 thrown in 1630 or 1631, bought of *Gerrit de Reux*
- 1 colt, thrown in 1631, on the farm of *Rutger;* do not know whether it is a stallion or a mare

Total 22 horses with the increase which they have had [till] May 1632. Among these are probably 20 fit for work, even if you took the stallions from them, so that at least five farms could be stocked therewith.

Milch cows
- 2 from the farm of *Evert focken*
- 0 1 ditto died on the farm aforesaid

} there remain belonging to the Company 1 cow and 2 heifers

- 2 bought of *Minuyt*

[41] *V. R. B. Mss, Letter Book,* f.26.

[42] The words here italicized were added in the margin by Kiliaen van Rensselaer.

5 delivered by *Gerrit de Reux* to *nootelman;* should have been only 4, received therewith only 1 yearling and I have paid for the increase in value to *Reux,* to wit, f50
5 bought from the farm of *Bylevelt*
1 bought of the surplus of *Bylevelt*

Total 15 cows

Heifers 1 then a yearling, with the 5 cows of *Reux.* There are 4 cows and 2 yearlings instead of 5 cows and 1 yearling. Extra payment as above f50
2 born 1630, bought of *Reux*
4 born 1630, bought of *minuyt*
1 born 1630, bought of *bylevelt*
1 born 1630, bought of the farm of *bylevelt*

Total 24 animals, most of which will have calved in May 1632 and with which at least 5 farms can be stocked and *Laurens Laurensen noorman* be given 2 or 3 besides.
4 heifer calves born 1631, of the 8 sent over with *nootelman*
1 ditto born 1631, raised by *Rutger hendrixsen*
1 ditto born 1631, from the farm of *Bylevelt*

30 heifers and calves
also 10 yearling bulls and oxen, to wit, 1 yearling ox bought of *Reux,* 4 which *Rutger hendrixsen* has had, 2 bought of *minuijt* and 3 of *Bylevelt*
also 6 heifer calves which will now go across with *Reux* by this ship; cost f81:13

The purchased hogs with the increase of young pigs, you will please also distribute over the five farms and, as I have now a fair quantity of animals, the farmers can give the hogs the surplus buttermilk to drink and have those that can not be sold in the country killed toward winter when they are fat, and salted and cured, and if due attention is given thereto I imagine that it can be made a source of great profit, as they can get most of their food from the woods.

List of the men on the farms[43]

July 20, 1632

The men on the farms

On *Renselaers burch*

Officer *Rutger Hendrixsen,* farmer
Cornelis jacopsen van martens dyck
Seger jansen van nieukerck
pieter hendrixsen van soest

On *Welys burch*

Brandt peelen van nieukerck, farmer
Barent jansen van Desens[44]
Marcus mense van cuyleborch
the fourth *reux* will have to do without if your honor can not get another in his stead[45]

On *de laetsburch*

Roelof jansen van masterlandt, farmer
Claes Claesen van vlecker
Jacob Goyversen van vlecker

On *Blommaert Burch*

Gerrit Teeusen den reux, farmer
hendrick frericksen van Bunnick
Cornelis Thonissen van meerkerck

On *Godyns burgh,* to be erected near the mill creek where there is much timber, or, in order to be nearer by, at the next creek toward Fort Orange, opposite Castle Island, or otherwise, if that can not conveniently be done, on the east side of the river near *Roelof jansens*

The foreman of *Pieter Bylevelt* to be made farmer, a farm laborer to be engaged there and also another laborer or a black in his stead.

If there are suitable farm hands whose time is up and who want to come home, some more might be engaged with the advice of the farmers if the wages are reasonable.

N. B. If the laborers of *Bylevelt* should not be willing to serve me or not be satisfactory to me, you may engage *theunis willemsen,*

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[43] *V. R. B. Mss, Letter Book,* f.26.
[44] *beerent Iansen van esen[en?]*, p. 308.
[45] See p. 196, 204.

who was left over in *Swaenendael*,[46] to serve out the rest of his term as farmer up the river.

I hear also that *cornelis van voorst* has laborers whose time is up and that he has engaged new men. It would not be bad either to use *Laurens Laurensen* or his mate as farmer.

Inventory of goods and animals sold by Peter Minuit to Wouter van Twiller and Kiliaen van Rensselaer[47]

July 20, 1632

Gerret Jansen van oldenborch, foreman on my farm, or some one else in his absence, shall let *Wouter van twiller,* director of New Netherland, have these following animals and tools, sold and ceded to him of the animals which I had in stock in January 1632 according to inventory of the council signed by *bastiaen Jansen Croll,* with this understanding that if any one of them have died they shall be charged to the said *van Twiller,* in return for which he shall have the benefit of the colts and calves thrown since:

four old mares, with colt at the time
four old cows, also with calf
two heifers, then one year old
six sheep
six hogs

These sheep and hogs *Minuit* did not receive from the Company; *van twiller* must claim them therefore of the Company or deduct from the horses and cows which he must hereafter furnish to the same.

a goodly number of chickens and pigeons
a half-worn wagon
an old ditto
two plows with their belongings
about 15 morgens of winter seeding; also seed ordered and directed sown as follows:

three morgens of oats
one morgen of peas

a well seeded and planted garden.

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[46] *die in Swaenendael overgeschoten is.* This phrase may mean either that *Theunis Gillisen* was engaged in excess of the men required in Swanendael or that he survived the massacre, the news of the destruction of the colony having reached Holland May 24, 1632. From the account of the destruction of Swanendael in de Vries, *Korte Historiael,* p. 161, it would seem that all the colonists were killed.

[47] *N. Y. R. B. Mss, Letter Book,* f.23b. This document is in the handwriting of Peter Minuit.

For which aforesaid items the said *van twiller* shall pay as follows: to the West India Company for the rent remaining unpaid the sum of 500 guilders; *to the aforesaid* Peter Minuit *the sum of one hundred and fifty guilders;*[48] to the aforesaid Company two horses, two cows, three sheep, three hogs; in return for which aforesaid items he shall be credited with the first 100 guilders which *Minuit* has paid on the lease and shall have the food supplies for men and animals till next harvest, left there by *Minuit,* who was not obliged to supply them longer than till the first of May 1632, the said *minuit* to pay the wages of the farm hands till the first of May 1632. He, *twiller,* shall also have the benefit of the increase before May 1632, that is to say, what it amounts to over and above the loss through death of the old animals; also the improvement of the garden and newly cultivated lands as well as the larger part of the winter seeding and all the supply of summer seed; also the improvement of the horses during the years as also that they are mares.

The said *gerret Janson van oldenborch* shall deliver to the aforenamed *Wauter van twiller* for account of *killiaen van Rensclaer* these following animals sold to him, upon condition that the loss of those which shall have died after the 14th of January 1632 shall be borne by the said *Rensclaer,* who in return shall enjoy the growth and increase since the aforesaid 14th of January 1632, provided he supplies them with food till July 1632:

two fillies born about May 1630, together.....	f 80
one young stallion, also born about May 1630.....	f 40
two milch cows, three years old and with calf.....	f160
four heifers with calf, born in 1630.....	f160
two bull calves, one year old in January last.....	f 20
three hogs, all old sows.....	f 40
Total	f500

for the colony of Rensselaerswyck

In witness of the truth that this has been thus agreed, I, the underwritten, have signed this with my own hand. Done at *Amsterdam,* the 20th of July 1632.

[signed] *Peter Minuit*

[48] Underlined in original.

Last part of inventory of goods and animals sold by Peter Minuit to Wouter van Twiller and Kiliaen van Rensselaer, July 20, 1632
In handwriting of Peter Minuit
From *P. R. B. Mss. Letter Book*, f.24. 4/5 of original size

Bill of sale of increase of animals on farm No. 3, on the Island of Manhattan, by Pieter Bijlvelt to Kiliaen van Rensselaer[49]

July 20, 1632

I, the underwritten, *Pieter pietersen bijlevelt,* hereby acknowledge that with the consent of the lords directors of the Chartered West India Company, Chamber of Amsterdam, I have sold to *kiliaen van Rensselaer* the following animals, being the increase, over and above the animals and implements which belong to the farm and which I leave there till further order, having sold only the surplus, to wit on farm No. 3:

one of the six milch cows left on said farm No. 3 the first of January 1632 with a calf.....	f 80
one of the two heifers — born in 1630, with the calf if there is one, at.....	f 40
three bull calves born in 1631.....	f 30
seven young pigs, then four months old.....	
four old hogs. Total for the 11 animals.....	f100
In all	f250

It being well understood that with the cow a heifer calf shall be delivered if there is a heifer calf from the six cows, otherwise in its stead a bull calf; also a heifer calf if there is one from the two heifers, otherwise also a bull calf; also the young pigs raised from the 11; provided that he must feed the said cattle and hogs till the new planting.

I therefore order *Teunis dirxsen van vechten* as farmer, or whoever shall be on the said farm in his stead, to place the aforesaid cattle and hogs at the disposal of the said *Rensselaer* or his agent. Done at Amsterdam this 20th of July, sixteen hundred and thirty-two. [signed] *pr. Bijlveltt*

I, the underwritten, acknowledge that I have received from the hands of *Kiliaen van Rensselaer* the sum of 125 guilders, the remaining 125 guilders to be paid as soon as I am advised that the above cattle and hogs have been delivered. Done as above this 20th of July 1632.

50 Rd at 50 st each f125 [signed] *pr. Bijlveltt*

N. B. For the colony of Rensselaerswyck

[Endorsed]

1632 20 July

Pr: Bijlevelt f125

[49] *P. R. B. Mss* 5; in the handwriting of Kiliaen van Rensselaer. Also in *Letter Book*, f. 24.

Promissory note of Kiliaen van Rensselaer to Pieter Bijlvelt for increase of animals on farm No. 3[50]

July 20, 1632

Receipts for payment on same

February 24, 1634

I, the underwritten, promise hereby to pay to *pietter Bijlevelt* the sum of 125 guilders, being the balance on account of the cattle sold to me, as soon as he shall receive tidings that the same have been delivered to me or my agent in New Netherland.

one milch cow with a heifer calf
one heifer with a heifer calf
three bull calves born in 1631
seven young pigs, four months old in January 1632
four old hogs

On which items I have paid him 125 guilders; the remaining f125 I am to pay as stated above. Done at Amsterdam this 20th of July, sixteen hundred thirty-two.

[signed] *Kiliaen van Rensselaer*

N. B. that *Cornelius van Voorst* has caused a cow to be taken from the farm of *bijlevelt,* pretending to have bought the same, though *bylevelt* on the contrary declares that he has sold none to him or to Mr *paauw.*

I, the underwritten, acknowledge that I have received from the hands of *kiliaen van Rensselaer* in satisfaction of the above account the sum of 45 guilders, the sum of 80 guilders having been deducted for a cow which *Cornelis van Voorst* in the name of Mr *Michiel paauw* has taken. This cow I have sold to the said *rensclaer* and promise to deliver according to the above contract of sale. In testimony of the truth I have signed this in Amsterdam this 24th of February 1634.

[signed] *pr Bijlvelt*

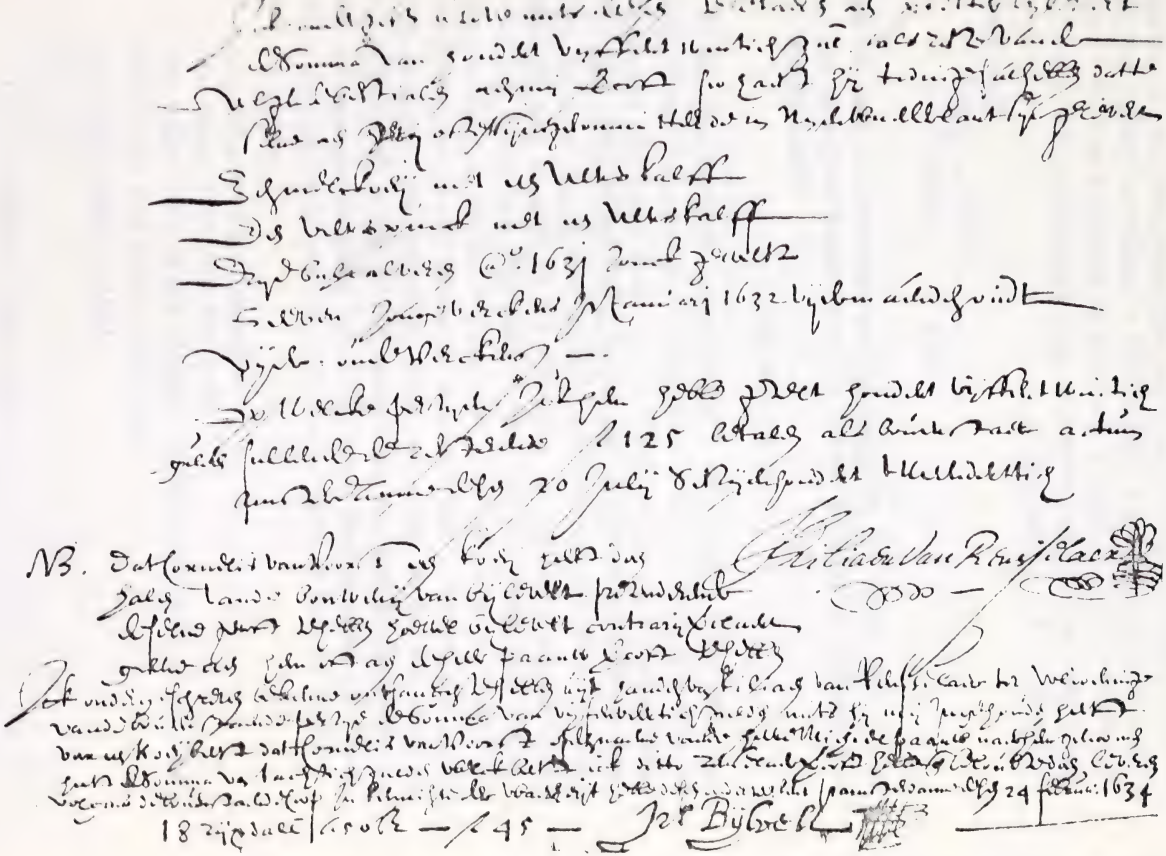
18 rix-dollars a 50 st — f45 —

[Endorsed]

1634 24 February
Pr. Bijlevelt . . f45

Received from the hands of *Kiliaen van Rensclaer* the sum of 80 guilders, to wit, 45 guilders on a promissory note for 125 guil-

[50] *V. R. B. Mss 7.* In the handwriting of Kiliaen van Rensselaer.



Promissory note of Kiliaen van Rensselaer to Pieter Bijlvelt, July 20, 1632, with receipt of February 24, 1634
In handwriting of Kiliaen van Rensselaer

ders due for cattle sold to the said *Renselaer* to be delivered in New Netherland and also 35 guilders on a note for 125 guilders on account of my farm with the cattle and implements also sold to him, everything according to the contract and the aforesaid promissory note. In testimony of the truth I have signed this our writing on the 24th of February 1634 in Amsterdam with my own hand.

[signed] *pr. Bijlveltt*

[Endorsed]

1634 24 Feb.
Pr. Bylevelt . . f80

Bill of sale of animals and implements on farm No. 3, on the island of Manhattan, by Pieter Bijlvelt to Kiliaen van Rensselaer[51]

July 20, 1632

I, the underwritten, acknowledge hereby that I have sold and transferred to *Kiliaen van Rensselaer,* who acknowledges that he has bought and taken them over, the following animals, implements and other articles belonging to me and at present in New Netherland, on farm No. 3 last occupied by me, and this after previous offer of sale as well to the directors of the Company as to the secretary *Jehan van Remund;* neither the Company nor *remund* being willing to accept the same, the said directors have granted me permission to sell the same and accordingly I have sold to the said *rensselaer* the following items according to the inventory of my possessions taken by the council on the first of January last, the decrease or increase, losses by death and increase of calves, colts, pigs and other animals to be to the profit or loss of the aforesaid *rensselaer:*

two old mares bearing colts
one young ditto, two years old
five milch cows of the original six, all believed to be with calf
one of the two heifers born 1630
one heifer calf of 1631
six sheep
six hogs
Of these *bylevelt* has received from the Company only four sheep and no hogs, which the Company must make good
a large number of chickens

[51] *V. R. B. Mss* 5. In the handwriting of Kiliaen van Rensselaer.

a new wagon, the wheels having iron tires
three plows with accessories
the crop of seven morgens of winter seeding, as well as all provision of summer seed which he has left, namely oats, barley and gray peas with the crops thereof
the well seeded and planted garden
also cost and wages of his workmen till May 1632, which *andries hudden* has undertaken to furnish for the milk and butter which he is to have
also forage for the stock till the next planting
a barrack[52] with seed estimated by the council at 90 schepels, both rye and wheat, which belong to him and on which he owes the Company 100 guilders due May 1632, which *Rensselaer* agrees to pay
also the oats, peas and barley which may be left shall belong to *renseler,* in return for which he agrees to pay 400 guilders to the Company for the remaining four terms
also two horses and two cows to be delivered to the Company according to the contract

In addition he is to pay to me, *Pieter bijlevelt,* for the fulfilment of all the foregoing the sum of 150 guilders, to wit, 50 guilders now and the remaining 100 guilders at the first notice that the goods have been delivered to him.

Done at Amsterdam this 20th of July 1632.

[signed] *Pieter Bijlveltt*

Promissory note of Kiliaen van Rensselaer to Pieter Bijlvelt for animals and implements on farm No. 3[53]

July 27, 1632

Receipts for payments of same

November 11, 1632
February 24, 1634

I, the underwritten, hereby acknowledge that I owe *Pieter Bijlevelt* the sum of 150 guilders, the balance on his cattle and implements (which he has in New Netherland) taken over from him according to the contract made with *Wouter van Twiller,* which

[52] *Berch.*
[53] *V. R. B. Mss* 6. In the handwriting of Kiliaen van Rensselaer.

aforesaid sum of f150 I am to pay him on the first notice of the delivery of the said cattle and implements. In testimony of the truth, I have signed this in Amsterdam this 27th[54] of July sixteen hundred thirty-two.

[signed] *Kiliaen van Rensselaer*

This 11th of November 1632 received hereupon from the hands of *Kiliaen van Rensselaer* the sum of 65 guilders, leaving therefore a balance of 85 guilders.

According to the decision of the council of New Netherland of the 18th of July 1633, *Rensselaer* must deduct from the account of *Bijleveldt* the sum of 50 guilders, whereof the said *bijlevelt* may demand an explanation showing the reason why this is done.

Done at Amsterdam this 24th of February 1634.

I, the underwritten, acknowledge having received from *Kiliaen van Rensselaer* in satisfaction of this account the sum of 35 guilders with the reservation that, if it should prove later that the action of the said council in regard to the 50 guilders, either entirely or in part, had been taken unjustly, the said *Rensselaer,* according to his agreement in regard thereto, shall make good and pay me the same. In testimony of the truth I have signed this in Amsterdam this 29th[55] of February 1634.

[signed] *pr. Bijlveltt*

14 rix-dollars at 50 st f35

[Endorsed]

1632 11 November
Pr: Bijlevelt f65
1634
24 Feb. to ditto f35 . . f35

Kiliaen van Rensselaer to Wouter van Twiller[56]

July 27, 1632

Woutter Van Twiller, at the Texel

In Amsterdam, this 27th of July

Mon Cousin: Yesterday, on account of the lack of time, I sent [illegible] *peelen* with *hendrick Schacf*[57] to get a copy of your contract. They saw *Lybergen,*[58] who told them that he would bring it today

[54] Possibly an error for the 20th of July 1632.
[55] Apparently a mistake for the 24th of February 1634.
[56] *N. N. B. Mss., Letter Book,* f.24b.
[57] A notary public at Amsterdam; see *Doc. rel. to Col. Hist. N. Y.,* 2:189.
[58] Either Daniel or Arnoult van Liebergen, both directors of the West India Company.

before the meeting as there was no opportunity yesterday. Secretary *Remundt* told me that he would leave this afternoon; he is now summoned to leave here this morning as the wind is easterly; you will therefore have to insist that those who are at the Texel sign your honor's contract. At the same time I shall insist here, even after your honor's departure, unless the commissioners at the Texel shall have signed it, of which you must advise me. Herewith goes the contract of sale of the animals, tools and other things of farm No. 1, entered into with the former director *Minuit,* attested by his signature, by which you can see what belongs to the farm and what the surplus is which he has sold to me. The f150 I shall pay him for your honor; place this to my credit and with it purchase for me some more animals in New Netherland. I presume that *wolphert* and others will be quite willing to sell, as so many of the people leave.

N. B. He has told me that he recommended to your honor for your own use the young stallion sold to me; if your honor should like that horse or anything else that is included in my purchase, you are free to take it. If you keep the stallion, you may give me in return for it as well as for the f150 as many of your young colts and calves as you think proper.

N. B. Contract made with *Pietter bijlevelt* [59]

I *send also the contract concerning the surplus animals bought of* Pieter Bylevelt; *and as to the animals and tools belonging to his farm, I have bought most of them from him also. But on account of the hasty departure of the secretary, I can not send your honor the document inasmuch as he,* bylevelt, *will not be here till an hour from now to close the matter finally. In the meantime, consider them as sold. I send herewith the inventory of all his animals and implements; the terms are that he pay the first f100 to the Company to which he must sell; that for the second f100 he surrender* [*his claim to*] *90 schepels of rye and wheat which are due to him;*[60] *the remaining f400 the purchaser must pay to the Company, also deliver to the Company two horses and two cows. He must supply them with fodder till the next harvest, also pay the wages of the men till May 1632, which he says* andries hudde *has agreed to do in return for the milk and butter of the cattle. He cedes further a wagon and plows as well as the winter grain and the supply left there for sum-*

[59] Marginal note in handwriting of Kiliaen van Rensselaer.

[60] *tegen de tweede f100 heeft hy te goede 90 schepel rogge als terrewe dat hy daer voor overgeeft.*

mer grain, provided I pay him in hand f150. I have offered him f100 and a small diamond, so that it is pretty nearly settled. I shall still send you the deed if I have time.[61] Your honor must take out of his animals first those which he has sold to me; the other terms I am content to leave to *nootelman,* provided he gives me for the f150 which I must give in addition young or other animals. There are six milch cows; I have bought one, so that he can probably spare two cows and some calves. The two old mares will also have colts of which he can probably spare one also. The hogs and sheep the Company has furnished.[62] These animals *nootelman* can use on the farm of *Gerrit de Reus,* which he now occupies.

N. B. If *nootelman* has driven my horses so hard that they have lost their colts, he must furnish me others in their stead there. He has 15 morgens of winter seed, so that he is already supplied and this he has cultivated with my horses. *And as to the right which the Company might claim to the seeding of the farm of* Byleveldt, *to that* N. B. bylevelt *says that the directors have ejected him therefrom and that it is not his fault that the farm must lie idle, as he has not been able to leave it to anybody and as he offered it to Secretary* Remundt *who would not accept it, so that he has obtained permission to sell the cattle. There would also be little objection to paying the Company for its right as aside from the summer seed there are* [*but*] *seven morgens on the farm that have been seeded, of which the Company must have every sixth sheaf and counting this for the four years which his lease lasts, the Company would in all have a right to 4/6*[63] [of the crop] so that there would remain still 2/6 over and above the right of the Company even if the land remained idle. Meanwhile the land will fallow and recover and before the four years are past the calves will be cows and the colts, horses. Other farms could be treated in the same way, and if the secretary were [not] provided with a farm, he must have the preference as I promised him, and you may undertake to deal with others in a similar manner and leave to *nootelman* the animals of *bylevelt* as said above. You can see by this what advantage you have in taking over the farm and animals of *Minnij?* on which offhand over 100 pounds Flemish is made and in case *nootelman* is supplied, as *wulfert gerritsen* had offered to sell him four cows and two horses, keep the animals and farm of *bylevelt* for me and do with the grain as stated above, to wit, deliver to the

[61] This italicized section underlined in the *Letter Book.*
[62] *heeft de Comp. presteert.*
[63] This italicized section underlined in the *Letter Book.*

Company the 4/6 for the remaining four years and take his men or other suitable people whose time is up and at the first opportunity during the winter cause a house to be erected in Rensselaerswyck, either near *Roelof jansen* or at the mill creek,[64] with a view to sending the people and animals and tools up the river as soon as the water is open. In the meantime they might stay the winter over on the farm of *bylevelt* which will already be sown with winter seed, which is well, and cost only the wages of the men, the animals being with young also. This would then be my fifth farm, which I commend to your utmost care as by so doing the number of my men will increase and gradually come to the 50 souls.

The same scheme[65] could be used with regard to the wheelwright,[66] whom I hear the directors summon home and who has many animals. And even if the secretary should wish this farm, his profit shall largely consist in that he leaves me the old horses and cows, for which I would then have to pay him, and the young colts and calves he can easily have taken care of. They will be fit to use in two years and I would consent to have them brought to and taken care of at Rensselaerswyck under contract; meanwhile the exhausted land will recover and thereafter with the same labor produce the double crop. The right of the Company can be paid for the remaining years of the lease all at one time out of the seeded land, to wit, 3/6 [of the crop], leaving still 3/6 for his supply of seed, which he will cause to be sown in the fall either by the wheelwright or by others of his condition. This is my proposition.

N. B. *Before this was finished,* Bylvelt *came, whose animals and tools and other property I have bought, everything conformable to the contract made with him which I send enclosed herein,* and after thinking it over properly, I think it advisable not to leave these to *notelman* but to keep them for myself and establish a fifth farm with them as stated above. *Bylevelt* says that his foreman is active and intelligent and well suited for the management of a farm; you may therefore engage him or some one else with a laborer and a boy or, if need be, a black, and meanwhile cause a house to be erected at Rensselaerswyck to be occupied in the spring. You must notify the officer, *Rutger hendrixsen,* hereof so that he and my other men take this in hand. As to *nootelman,* let him deal with *wolphert,* who has offered him four cows and two horses, and to my mind his

[64] *meulekil;* the Normans Kill.
[65] *streeck;* literally, trick.
[66] Claes Cornelisz, see p. 206.

office will give him enough to do. However, accommodate him, as well as the secretary, as much as possible. It were better for the Company as well as for the farmers if they let the exhausted land lie fallow for a while and only seeded one half; they would get better crops than now and that with half the labor and half the number of animals. This by way of advice and all at your discretion and for my best interests, laying especial stress on the fact that if I can not get animals, I shall not be able to send over 50 persons and that then certain partial people would soon call for action. I have always understood from *Minuyt* that in that country at the *Manchates* there is an English runaway boy named *Rutger Moris,* who is a drummer and understands tobacco planting, and on the chance that *Maryn* can learn something from him, you might send the boy some day to Fort Orange; he has planted and cured at least 80 lb for *minuijt,* which proceeded from 300 plants, and as my eye is mainly fixed on tobacco planting by which I can support many people, and as every morgen of land needs not less than five or six men to do well and will produce some 6000 lb, I would get the start of all the English in Virginia and the French on *Cristoffel,*[67] by reason of the extreme duties and returns to be paid to the king and the officers. There are, according to what I hear, about 4000 people in Virginia who live mostly by tobacco.

Minuijt has also told me that he has sown tobacco seed in the fall and covered the same during the winter with horse manure against the frost and snow and has kept the same over and transplanted it in the spring, of which excellent tobacco came, and as you well know that all winter seeds or crops are better than the summer crops, this would be a new invention which in my opinion would surpass all the others. He found it out accidentally the first time and thereafter thought it a good plan.

N. B. Omit not to advise *Maryn* of this or to mention it to him by word of mouth, as I have a high opinion thereof and in that way could support hundreds of people; then the farms would do well.

If *Maryn* should in any wise have trouble with his tobacco, do not neglect to send him the English boy to show him the way of preparing and curing it and tell him the experience of *Minuijt* of sowing the tobacco in the fall toward winter so that it can come up and then covering it with some manure or other warm stuff, such as hay or straw, whereby it will be protected and in the spring come up earlier and better than otherwise, which is a good scheme in cold countries.

[67] St Christopher, an island in the West Indies.

The knife merchant was here today; he has not given long credit. I shall pay him the f1630:19 which are due him according to your bill.

And herewith ending, I commend you to the gracious protection of Almighty God, who grant you a speedy voyage and good success and proper respect in the execution of your office, for which we must constantly pray and invoke Him. I recommend to your honor above all things to keep the fear of the Lord before your eyes; by performing the service of your masters in accordance therewith, you will without doubt obtain His blessing. Please to accept our common greetings; our young *Jeremias* is in great peril of dying, having severe convulsions. *Vale.*

Pieter Bijlvelt to the copartners of Rensselaerswyck[68]

[*1632?*]

Gentlemen: I have no doubt but your honors still remember the request which I have made several times before to the honorable gentlemen individually and I hereby earnestly pray your honors to let me serve your honors properly and satisfactorily, as your suppliant for a considerable number of years has filled the office of *commis* of the honorable directors of the West India Company, had the management of the furs and merchandise, rendered proper accounts of the same and also kept the account of the men, both the salaried employees and the free colonists, etc.

Your suppliant prays therefore as above that the honorable patroons will be pleased to employ him as *commis* of the fur trade, of which your suppliant by each ship that arrives will send to the aforesaid honorable gentlemen strict accounts together with the bartered skins; for such commission as the honorable patroons may be pleased to give me on the skins so bartered; also of the trade in merchandise promising to render accounts and vouchers to the satisfaction of the aforesaid gentlemen, for which the honorable gentlemen will please to grant the suppliant one stiver on every guilder as commission on the goods sold, the same as the commissioners of New Netherland have paid their agents; also for the management of the sales of the provisions with what belongs thereto, and for this also one stiver on every guilder as above; also to keep the account of the men, both free colonists and salaried persons, for whatever the honorable gentlemen may please to allow the suppliant for that. Etc.

[signed] *pieter Bijlveltt*

[68] *V. R. B. Mss* 4.

Memorial presented by Kiliaen van Rensselaer to the Assembly of the Nineteen of the West India Company[69]

November 25, 1633

TRANSLATED BY MRS ALAN H. STRONG

Presented to the Assembly of the XIX of the Chartered West India Company, the 25th of November 1633, in Amsterdam

Noble, Honorable, Wise, Prudent and Very Discreet Gentlemen:

Kiliaen van Rensselaer, in the capacity of patroon of his respective colonies situated within the jurisdiction of New Netherland, shows with all due reverence how he, the remonstrant, formerly director of said Company and commissioner of the aforesaid regions, found the affairs of New Netherland in the beginning of his administration, namely, that sundry colonists, as early as 1623, had been conveyed thither with instructions to dwell there as free persons and to carry on trade, principally in the furs abounding in that country. And considering that if this trade should be free to all without restriction, the fur-bearing animals would be too much hunted and the furs would be sold here below their value, to both the damage and the loss of the Company, which had as yet no other source of income from those regions to meet the expenses connected therewith, he therefore so influenced his fellow commissioners that they deemed it advisable to curtail this trade somewhat for a time; in the meanwhile planning how the Company, according to the charter, might settle the said regions at the least expense and with the greatest benefit to the country, considering that the same is a salubrious and fertile land, situated from about 38° to 48° north latitude, being provided with an extraordinarily fine climate and many beautiful, deep rivers, embracing within its limits more land and coast, sea and river than all the seventeen provinces of the Netherlands, from all of which, in time, much good may result to the Company; being, moreover, an excellent rendezvous for all ships, which can arrive there in 14 days from the West Indies, and being also well adapted for raising all kinds of grain and animals which could thence be sent here or at least within other limits of the charter, as Cape Verde, Guinea and Brazil. Following this, it was found good, with the advice of the Assembly of the Nineteen, to send a large number of farmers, animals, horses, cows, sheep and other neces-

[69] *V. R. B. Mss, Letter Book,* f.41–53b. Printed in Dutch in *Oud Holland,* 1890, 8:55–69, as Appendix A to Mr de Roever's articles on the colony of Rensselaerswyck.

saries, in order thus to relieve the Company of the heavy expense of transporting all sorts of provisions needed by the people in that land. This intention was diametrically opposed to the views of those who had no other aim than to send their ships from here to trade in the aforesaid places, notwithstanding that it was clearly pointed out to them that such trading could bring no profit to the Company but rather decided damage and continual loss, since the amount of furs coming thence — seeing that the trading places are so distant from each other — could bear no heavy outlay; besides, that other nations of adjoining regions, when our ships should be away from there, would immediately seize and occupy these and keep us out, as they now do in Virginia, Canada, New England and elsewhere.

Now when the aforesaid farmers and animals had been sent thither and when, as is generally the case with new undertakings, everything did not succeed at first as might be wished, certainly not nearly so well but that the contrary minded could find occasion for fault-finding, the Company proceeded after this fashion: on the one hand, since there were now farmers and animals, they decided that little or no provisions ought to be sent, not considering that it takes time to clear the land before it can be plowed or cultivated and that in the beginning several horses and cows perished which they would not replace, whereby the people were forced to take the merchandise and trade it for provisions, thus damaging the Company to an incredible number of thousands; on the other hand, instead of an ordinary freighter[70] of large hold which would need to sail only once a year, they have sent usually two, three and more small vessels, so overloaded with skippers, officers, provisions and ammunition that the three together could not take in half as much for the country as the larger alone [while the latter would not have] cost [much more] than each of the small vessels in view of the fact that usually many people sail back and forth who could man the large ship but would overload the small ones, which error has cost the Company no less than the other.

By these means and many others, too long to be here related, the condition of New Netherland continuously deteriorating, all the blame was laid mainly to the account of those who favored the colonization, and especially to the commissioners for that region, who to clear themselves asserted that they were willing to undertake the colonization at their own expense and without cost to the Company,

[70] *een ordinaris veerman.*

if the Company would only favor the matter a little and render some assistance, and that they would make no objection and would be satisfied if all participants should be thereunto invited and public freedoms and exemptions framed concerning it. This proposition, though as just as anything in the world can be, nevertheless met with great difficulty before it could be brought about. The contrary minded, seeing that they could no longer prevent it directly, began indirectly under pretext of economy to curtail these freedoms, finding no other way than to exclude the fur trade, which had formerly been granted to others who had been sent there and were supported by the Company, asserting that this colonization had no other intent than to lay the expenses to the Company's charge and to take the trade in furs away from it, which was pure calumny, as the following will clearly show, since several of the Colonies were registered before the Freedoms were extended to include the fur trade. And now when the contrary minded could no longer prevent action, some of the Freedoms and Exemptions were finally passed by the Assembly of the Nineteen, March 10, 1628, with the exclusion of the fur trade however, which was the only objection of the opponents and amounts to little, as will later appear. That the Freedoms were too much limited and the patroons too much restricted caused great discontent among the chief participants, and on February 1, 1629, this grievance was publicly stated (not by him, the remonstrant, who was director elected by the chief participants, but by Mr Charles Looten and others), and request made that a committee be appointed to amend the Freedoms which had been granted, who, being nominated the third of the same month, took the matter up and drafted several articles, which, however, through his refusal [to serve on the committee] because he was himself in favor of the colonization, were never communicated to him, the remonstrant; and in order to give no one any cause for reproach, although at liberty to do so, he would accept no appointment, either from the directors or from the chief participants, to investigate this matter and also refused to be present at such investigations even when the Assembly of the Nineteen by resolution of October 25, 1628, thereto invited him and opened the door, but charged his associate[71] with the direction thereof without communicating with him, which he is obliged to add here, since the chief participants have been made to believe, in order to vilify him, that he, the remonstrant, is the greatest cause thereof (although the very opposite is manifest and, even if it were

[71] *Assessor.*

true, it would be no disgrace to him but praiseworthy). Hereupon it happened that the delegates of the chief participants setting out the 21st of February following and presenting themselves in person in competent numbers before the Assembly of the Nineteen, requested that the Assembly would make an agreement with them, since they intended to organize colonies and were not satisfied with the former Freedoms. (Alas, how have these men now changed!) And doing all they could, they were unable to bring the matter to a conclusion in the Assembly, since the contrary minded (with whom they are now on such good terms as the following will prove) opposed them, yet they accomplished this much that the Assembly of the Nineteen saw fit on the 26th of the same month to pass a resolution making the propositions of the chief participants a subject for discussion at the next meeting and to this end ordering the points of difference to be set forth and sent to the Chambers; whereupon it followed that the leading Chamber of Amsterdam issued a call for a meeting on April 18, 1629, article 2 of which reads as follows: "To reconsider all the former articles, freedoms and exemptions granted the respective colonies in several former meetings and the matters connected therewith, and to deliberate whether the same might be amplified by the accompanying articles requested by several influential participants and amended as the occasion requires." To consider which articles, a committee was appointed the 29th of May following, who after many long debates finally decided the matter and presented the amendments to the Assembly, who read them several times, voted upon them and finally approved them in full, June 7, 1629, as they stand recorded in the Resolution Book and were afterwards issued in public print; and these have never been revoked or retracted.

Hereupon several registrations were immediately made, and the work was undertaken with great courage by many. However, it did not last long for the opponents rested not but watched all transactions sharply, finding a pretext in that the late Mr *Samuel Godijn*, some time before, viz in December 1628, sent two persons thither with the consent of the Chamber of Amsterdam and knowledge of the chief participants, according to the report of February 1, 1629, provided with merchandise, to buy and pay for the places indicated to them, with further consent that he might exchange his remaining merchandise for furs, but must consult with the Company in regard to this matter, since at the time of sending his people the Freedoms had not been extended to the fur trade, all done in conformity

with the letter of December 1628,[71a] addressed to the director of New Netherland. These persons on returning home reported with joy that, to the great satisfaction of the inhabitants, though in spite of the opponents, they had purchased, paid for and obtained title to the land; that, furthermore, they had exchanged the remaining merchandise for furs and sent these with bill of lading and with knowledge of the director to their patroon. The returns of the sale of these furs, amounting to about f5,600 (from which must be deducted the merchandise given in exchange, the interest, the insurance, the expenses, the freight and the duty to the Company), were so magnified by the contrary minded, who had their supporters as well among the directors as among the chief participants, that [it seemed that] two individuals with but a small quantity of merchandise had purchased a large quantity of land and had besides obtained immense returns, from which these opponents took occasion to proclaim that the patroons were not contemplating colonization at all, but only the securing to themselves of the fur trade and depriving the Company of the same, which would be total ruin to the Company as regards [profit from] these regions, not knowing or else intentionally ignoring that the expenses of the late Mr *Godijn* would first come in when he should be obliged to send with his own ships at his own expense so many people, animals, provisions and other necessaries, that these f5,600 would not even enter into consideration; yet by their calumnies they brought it about that they found many sympathizers who gave credence to the same. Thus they injured Mr *Godijn* exceedingly, withholding from him to this day the aforesaid f5,600 (which he must yet seek to obtain by suit), furthermore constraining him to dismiss the people whom he had undertaken to convey thither and surrender them to the Company, also to part with his merchandise and provisions which he had brought together with difficulty and put the same in the hands of the Company. They did not stop even here but sought to make the remonstrant also odious (although he, as above stated, had acted so impartially in the matter), asserting that he and the other patroons had taken possession of the best places and that those who followed would come too late, though the contrary is true since not a hundredth part of the land has as yet been trodden by Christian foot, and daily and even by the latest letters new places, far excelling the first, are revealed, where there is room enough for directors, chief and lesser participants and all the inhabitants of these lands. By these

[71a] Day of the month left blank in the *Letter Book*.

means, however, in addition to the former slanders of the late *Godijn,* they brought it about that several chief participants, yes, even some of those who had so fervently supported the affair, now became prejudiced and opposed to it, siding with the contrary minded, who, being now strengthened, sought means to insult the remonstrant publicly at the meeting of the chief participants, insomuch that five or six of them came together two hours before the meeting in order to devise some way of accomplishing their ends in the meeting, which they would also have carried through had not the remonstrant been warned of it and been on his guard, refuting with sound arguments their slanders which, with your permission, they spit out (of which they may well be ashamed), charging that he and the other commissioners of New Netherland, who were patroons, had damaged the land by some hundred thousands for the sake of their own designs (of which damage not they, but the contrary minded are the cause, as has already been mentioned). They proceeded with such bitter injuries against others who had also registered colonies, that they thereby intimidated several, who were obliged to abandon the work already begun because others who shared therein declined to go on. And thus was undermined the necessary, laudable and good work which had been undertaken with such exertion and had taken so many years and had been discussed at so many meetings of the Nineteen and examined by all the Chambers, in and before its beginning, by so little an occasion as the return of the f5,600, concerning which of a truth it may be said, that instead of shearing the sheep when they had wool, they were skinned at birth when they had no wool, and all this under the pretext that the patroons had no other design than to deprive the Company of the fur trade and charge the expenses to them, as has been heretofore mentioned.

In order now to prove what a shameful slander this is, and on the contrary to show the diligence in the matter of colonizing the aforesaid region of the late *Godijn* aforesaid in his own colony, in which the remonstrant shared and was included, and also what the remonstrant himself has accomplished in his colony and what expenditures they together have made in face of the opposition they received, the following brief statement is given. In December 1630 they equipped a ship of about 150 lasts, named *de Walvis,* ballasting it with all kinds of materials, such as lime, brick and tiles, also putting on board four large horses, twelve cows with calf, also several boats for whaling, all kinds of ammunition, provisions and merchan-

ships and over 80 persons, costing all together, including the yacht *de Salm,* of which mention will hereafter be made, over 50,000 guilders, which indeed, is ten times more than the £5,600 which in the beginning they received for their returns, upon which all their calumnies were founded. With this ship and people, they, the remonstrants, took possession of, settled and peopled the fertile and well wooded island of *Tortuga,* located on the northwestern side of *Hispanola,* placing thereon over 25 able-bodied men, well fitted out, besides the people[72] of the Frenchman *Francoys Roulant,* and several negroes, supplied with provisions, arms, ammunition and other necessaries, besides proper instructions, all in accordance with the consent of the Chamber of Amsterdam, of date August 28, 1630, which was given for one voyage only. And although the remonstrants would afterwards in accordance with their request of March 15, 1632, very gladly have assisted and continued the work or consented that the Company should do so itself, they could by resolution of the 25th of the same month obtain no other action than that the said [second] voyage was refused them notwithstanding the Company did not undertake it, and so this beautiful island fell into the hands of the English losing all that had been expended on it, scattering half the people and causing the rest to perish, for which damage they will seek redress at the proper time.

With this aforesaid ship *de Walvis,* they also in 1631 took possession of the bay of the South River in New Netherland, occupying the place of their colony with 28 persons engaged in whaling and farming, and made suitable fortifications, so that in July of the same year their cows calved and their lands were seeded and covered with a fine crop, until finally by the error of their *commis* all the people and the animals were lamentably killed, whereby they suffered incalculable damage, which damage the remonstrants attempted to repair in the year 1632 with the former ship *den Walvis* and besought the Company to lend a helping hand, who neither by word nor deed would render any assistance but forbade them by resolution of April 26, 1632, to take with them more than 300 guilders worth of merchandise, for which they obtained about 200 beaver and otter skins, while they would have obtained much more from nations who

[72] *Hadde oock mede eenigh Volck om te setten aen 't Eylandt van Tortugos in West-Indien/daer wy met sestigh Francen ghecontrachteert hadden/het selve Eylandt voor ons te houden als een Colonie onder de H. M. H. Staten ende West-Indische Compagnie.* We also had on board some people to land at the island of Tortuga in the West Indies, having contracted with sixty Frenchmen to hold the said island for us as a colony under the High and Mighty Lords the States General and the West India Company. De Vries, *Korte Historiael,* p. 95.

had never traded with the Company if they had had more merchandise, from which the Company would have realized the duty of one guilder per skin, which [profits] both now lose. And the most intolerable of all is, that after the remonstrants had given these 205 skins upon their arrival into the hands of the Chamber of Amsterdam that it might levy its duty on the same, this Chamber threw them among and mingled them with its own skins and also sold them with its own goods, contrary to the will of the remonstrants, just as if all the goods of the patroons were free booty or confiscated (who is so perfect, that he can bear all this wrong!), and still they must hear that they intend nothing else than at small expense to deprive the Company of the furs.

Furthermore, he, the remonstrant, in December 1630 [sent] the yacht *de Salm*, accompanied by the aforesaid ship *den Walvis*, to his granted colony, the island *du Sable*, in order that this yacht, being supplied with people, provisions and all necessaries, might take possession of said island and settle it, since it was uninhabited and abandoned by the French, which yacht, to his misfortune, was captured and brought into Dunkirk.

What the remonstrant has further done towards the promotion of the population of his colony called Rensselaerswyck, on the North River of New Netherland, may be seen from his declaration of December 2, 1630, submitted to the Chamber of Amsterdam, and so continuing from year to year, until in July 1632 he was provided with people and animals enough to start five farms, which would have been done had not the Company by resolution of July 20, 1632, refused him carpenters, smiths and other mechanics, when these were not working for the Company, although he was willing to pay their expenses to the Company; this is quite too partial a policy, not only hindering him in his good undertaking, but doing so to the damage of the Company which would otherwise have had the benefit of the wages, while they on the contrary, according to the last letter written him from there, do employ his carpenters and others of his people in their service.

The Company has never attempted to make room in their ships, according to the tenth article of the Freedoms, for the transportation of animals and such like, only allowing him to place a few calves on the upper deck, and they were all thrown overboard in the encounter with the Turks. The Company also prevented him from conveying his animals from the *Manhattans* to his colony, and most of them died from rough treatment and the like, which loss he also

means to recover from the Company. It has likewise happened lately that the director of New Netherland has held his people idle for a long time at the *Manhattans* and would not let them travel farther up the river unless they took an unlawful oath, given him by the Chamber of Amsterdam, although these persons had already here taken the usual oath and had besides given bond and security to the satisfaction of the Assembly.

The Company by the above resolution of July 20, 1632, also refused to give him any merchandise in that country to purchase the rest of his territory, notwithstanding his reasonable request, and by the same resolution declined to furnish his people with any provisions or victuals in exchange for grain, butter, cheese and the like with which they would pay, although their people would have suffered from hunger if his farmers had not supplied them with wheat and rye, ground in his mill (as the Company has none at that place); and what is worst of all and most to be regretted, instead of the servants of the Company being on good terms with the patroons and their servants, they on the contrary have appointed as *commis* at Fort Orange, situated in his colony, against the wishes of the remonstrant, a person who has publicly slandered the Company, has helped those sailing into that region from other kingdoms to buy the smuggled furs and is disliked by the savages, who complain that years ago he treated them cruelly, so that they will not deal with him but on the contrary try to affront him, to the Company's injury, as by way of revenge they have already burned the yacht *de Bever* which was anchored there, and according to rumor (as the remonstrant is informed by letter) they seem to have killed all the remonstrant's animals, horses, cows, sheep and hogs, apparently also on account of the hatred they bear towards him [the *commis*]. This person is also highly antagonistic to the remonstrant, since he has been told what reports of him the remonstrant made during his administration, although he and others to whom the administration was committed reported nothing but the truth. What trouble the remonstrant has to expect from this can be easily understood, for either his colony will be ruined by the savages in order to affront the *commis* at Fort Orange or, if this does not happen through the savages, then the *commis* himself will do his best towards it. So the case stands thus, that probably the whole trade of Fort Orange will be lost to the Company and the remonstrant's colony will be destroyed without hope of redress, against which the necessary precautions should be taken,

All this strife is caused solely by the opponents of the colonization and of the patroons who, when the latter as a result of the change had retired from the administration, obtained full power to carry out all their plans (upsetting the existing order of things and calling home all the officials, who having no other occupation will spy out the land, this one on behalf of France and that one on behalf of England, as has already happened and as will happen again); it was even decided by resolution of March 25, 1632, with the advice of lawyers and counselors, despite the opposition of the patroons, to deprive them of the Freedoms and Exemptions which had been granted and given to them with so much difficulty by the Assembly of the Nineteen.

Now the main cause of all these differences is nothing but the trade in furs or peltries found in that country and the question by whom it shall be conducted. The contrary minded maintain that it will be most profitable for the Company to have only the directors of the Company trade in furs, excluding all patroons, colonists and others. The patroons, on the other hand, maintain that this trade can be carried on, not [only] without loss to the Company, [but] in all cases, with less expense and more profit to the Company, by their servants than by those of the Company, and that they can make a profit and pay duty to the Company where the Company must suffer loss. As to the first alternative, instead of this course being the most profitable for the Company, it is really true that it will bring not profit but loss, considering that out of all New Netherland only 60,000 or 70,000 guilders at the most can be obtained in returns, which by their methods will not be increased but diminished, as will be further shown. In order to get these 60,000 or 70,000 guilders, it is necessary that at least once a year a well equipped vessel be sent thither, supplied with merchandise for trading, especially if the colonies were gone, since then the provisions for the employees in that country must be sent along from here. Hereto must be added that in case the vessel should perish, not only would all the trade for that year be lost but their people in that country would be in great danger of famine, and besides, that to suspend business even for one year would diminish the fur trade and perhaps divert it entirely. Moreover the fur trade in New Netherland is carried on, not in one place (as on the river of Canada), but what is much more costly, in many places, and these not only many convenient but also many inconvenient places far distant from each other, as the bay of the South River, 30 leagues from the *Manhatans,* not up the river, but

from bay to bay over the open sea. The *Sankekans,* a trading post on the South River, is in addition to the aforesaid 30 leagues, 35 leagues farther up the river, making 65 leagues from the aforesaid *Manhatans.* Up the North River to Fort Orange is quite 40 leagues. To the north, up to the *Sloeps-baye*[72a] is also fully 40 leagues, so that the distance for a single trip would be about 175 leagues going and as much returning, making 350 leagues for an entire journey. Besides this, the furs are not all to be found at these places but are scattered about among many rivers and brooks, which must be sailed up and down, sometimes 10 or 20 leagues, and the savages are at enmity with each other almost everywhere and do not allow each other to pass to and fro. Moreover, since it sometimes freezes three or four months continuously in that country, the rivers are closed, not only by storm and wind but also by ice, and all the trading posts are cut off from the *Manhattans,* the place of rendezvous. All this being true and perhaps unknown to many, it follows of necessity that these places must be provided with forts, and also with sloops to fetch and carry goods to and fro from the places of rendezvous, or else that yachts or sloops touch at these places and do the trading. It must also be taken into consideration that, the best season of the year being the winter time when most fur-bearing animals are caught, these yachts and sloops would have to leave their trading posts and go to the place of rendezvous, so that instead of the aforesaid distance of 350 leagues, going and coming, at least 700 leagues would have to be covered in two journeys. And then there is the sailing back and forth to furnish each other with supplies and information of everything, in addition to the risk of perishing by water and, if they be not strongly enough manned, of being attacked on land by the savages (as they have attempted more than once). All this being well considered, it will be found, no matter how economically it may be managed, that the ship which must go with merchandise from the fatherland and return — not counting the interest, risk and ill usage — the garrison and fort at the *Manhatans,* the garrison and fort at Fort Orange, the yachts and sloops for the trade on the South River and the northern regions, besides the sloops plying between, counting all the expenses of building, mounting, equipping, keeping up, manning and victualing, will cost so much that the aforesaid 60,000 or 70,000 guilders, which are the utmost to be expected thence, will come far short by many thousands;

[72a] *Oni de woort tot aen de Sloeps-baye. Sloeps-baye* was the Dutch name for Narragansett Bay, in Rhode Island.

besides they must also expect and withstand general uprisings of the savages; all of which the remonstrant offers to prove and establish and has often maintained for many years. But they would grant him no hearing and even accused him of doing it all for his own benefit in order to take away the trade from the Company, although he, as stated in the beginning, was the sole cause of this trade being restricted which formerly stood free and open. He argues that the nature of those regions being well examined, the case stands thus, that nothing can be accomplished there by poor people, who are like a dying plant or leaking roof, also that the rich and well-to-do will not go there themselves, but that a good work can be accomplished by the two, just as the blind can carry the crippled and the crippled can show the way to the blind, so the rich may stay at home and send their money thither and the poor may go and perform their work with the money of the rich. To this end freedoms and exemptions were needed in order to raise up patroons who should send out many laborers, as it appeared that the remonstrant and his associates have done, and many others would have followed their example had they not been treated so indiscreetly and been forced to suffer loss, with loss also to the Company.

But to return to the subject, in order to dispose of the objections of the contrary minded who may say that much more than 60,000 or 70,000 guilders could be gotten there annually, especially if the colonists who so defraud them were gone and if attention were devoted entirely to the benefit of the trade, it should be stated that the remonstrant gives much the highest figure, and that during the ten years that the Company has traded there, taking one year with another, there has never been nearly so much as this received, but ordinarily only 50,000 or 60,000 guilders. But instead of this being the fault of the colonists, the contrary appears; for instance during the two years when the late Mr *Godijn* and his people were trading in *Swanendael,* the Company received from the South River through their servants a no less quantity of skins than in former or later years, but he obtained his furs in addition to these by bartering with other tribes. This caused so much jealousy that the Company ordered their director to send a *commis* there, which was done [with the result that the Company's servants], trading close by the people of *Godijn,* deprived him in one year of over 500 skins in *Swanendael* alone, for which the Company is justly bound to pay, since they had never obtained more than 20 to 30 skins a year in that region before this colony was started. It is maintained with insufferable imperti-

nence that the Company has excluded all but themselves, not only from the fur trade, but even from the whale fishery, etc., just as if their High Mightinesses, having granted the Company the Guinea trade to the exclusion of all others, had not shut out themselves, but were alone allowed to send merchandise and to trade for gold through one or two *commisen,* while the Company was obliged to pay for all the other expenses of forts and fitting out of ships. It is evident that many wish the patroons to found colonies to their own loss, and then to have [the Company] send a *commis* or "assistant," who under their sheltering wings and protection may buy in the furs at small cost and deprive the patroons of them, notwithstanding the fact that all the game and the free right of hunting within their territory has been granted to the patroons by the 23d[73] article of the Freedoms.

It is further to be considered that the Company, to protect them against attacks of the savages, must keep their forts, yachts, and sloops manned by many idle people, who must cost much more than the people of the patroons, since they send not idlers but laborers who in some degree must earn their bread and need but one *commis* and "assistant" to do all the business for which the Company needs at least 25 persons; besides, the servants of the Company, serving for hire, are only seeking to make a good deal of money and then get away; they will not trouble themselves to make perilous journeys inland, because their pay goes on just the same. The patroons' people, on the contrary, having families of women and children, who after some time will become established there, try to make terms with the savages and, pushing far inland for their own profit, discover much more than do those who only lie in garrison. So that it is far more profitable for the Company to have no expenses, turn over the trade to the patroons and draw a clear profit than to deprive the patroons of their privileges and on the other hand encumber themselves with the maintenance of forts, sloops, yachts and people, the which expenses, as before stated, amount to so much that they suffer loss where they otherwise might draw a clear profit. Besides this loss, which must be borne, the colonies also will be ruined if they are shut off from the fur trade. The farms which now afford them sustenance will at the same time fail and all provisions must then be sent over from here as before at ten times the expense. To go on doing this, added to the loss, would be double folly, while on the other hand [everything would go well] if the trade were

[73] Should be 22d.

granted to the patroons, who have money and means to send everything at their own expense, which right of trade, as stated above, was formerly with good intentions (though too soon for the time) fully granted to the poor people, who having no means had to be supplied by the Company with everything. Is it not better that the Company should draw a clear profit than make themselves trouble and loss?

Are not the contrary minded well aware that their course will never increase the trade because the savages, who are now stronger than ourselves, will not allow others who are hostile and live farther away and have many furs to pass through their territory, and that this would be quite different if we had stronger colonies? Yes, that the *Maquaas,* who will not allow the French savages who now trade on the river of Canada and who live nearer to us than to them [the French] to pass through to come to us, might through persuasion or fear sooner be moved to do so and that from these savages more furs could be obtained than are bartered now in all New Netherland? This is only one of many things, but should be well considered as it can be accomplished in no other way than by establishing colonies. Do not the contrary minded comprehend that if they had not so unbearably treated the first patroons but had given them a helping hand, so that in place of such great loss they might have made a little profit, great numbers would have followed them? Do not these people know that they alone are the cause of the loss of the island *Tortuga* and other places, and also that various islands in the West Indies, the east side of the South River, the Fresh River, the *Sankikans* on the South River, and also the *Sackenames,* for all of which colonies were registered, were not settled because the founders, on account of these harsh proceedings, gave up and let the work go which would otherwise have had such great results? And is it not also certain that they alone are the cause that from the beginning the Company has lost so much in those regions and is still daily losing and causing others to lose, where on both sides they might have made large gains and have fared well, because they continually go against the stream, doing what they should leave undone, fearing what they should wish for, blaming whom they should praise, envying whom they should pity, hindering whom they should help, and who by these proceedings have nothing else to expect, than to lose what they still have?

All of this the remonstrant has kept secret until now, but having been solicited by resolution of the 19th inst. to make a statement

of these grievances, he could not in good faith neglect to put the same in writing, in the shape of a complaint. Addressing himself first to the deputies from their High Mightinesses, he prays them in all submission so to arrange this matter that the government of this country be not deprived of such a spacious, beautiful and well situated territory for which other nations are so earnestly longing, having already settled near its boundaries on the east and west as well as on the north, which surely will happen if the course which has been taken for some years back be persisted in, but that, on the contrary, it may flourish under the authority of their High Mightinesses and the direction of the Company and that to this end the populating for which their High Mightinesses made such special provisions by the 2d article of the charter of the West India Company may be duly promoted, those who labor zealously therein supported and continued, the conceded Freedoms and Exemptions with amplification of the same not only maintained but even in spite of all passion and chicanery enlarged and extended in so far as it can be done without loss to the Company in order that persons who have been disheartened may be again inspired to resume the work with courage, the patroons receive indemnification for all losses which they have suffered, what they have obtained by right enjoyed by them in rest and peace and, above all things, the spread of the Christian reformed religion promoted in those regions.

Addressing himself then to the directors of the respective Chambers, the remonstrant urges them to so manage the affairs of New Netherland that the Company, instead of continual loss, may receive a vast annual income; to examine the course pursued for some years and to charge the instigators of the same to draw up a complete statement showing in what way the Company can make a profit instead of proceeding blindly and passionately as heretofore.

Further he prays the deputies of the Chamber of Amsterdam that they will be pleased to use their influence in their Chamber that no passionate persons be appointed as commissioners for that work, but only reasonable men who are in sympathy with the work and understand their business, and to recall the *commis* of Fort Orange, who is not only antagonistic to the remonstrant but of no service to the Company.

And finally he prays the lords directors and representatives[74] of the chief participants, in particular those of the Chamber of Am-

[74] *Actionisten*; i. e. associate directors representing the chief participants.

sterdam, to be pleased to defend him in the assembly of the chief participants against all calumnies and injuries which have been or may be spread against the remonstrant and his associates, notwithstanding their innocence.

To all of which the remonstrant awaits the favorable resolution of the very honorable assembly.

Contract between Kiliaen van Rensselaer and Jacob Albertsz Planck[75]

March 4, 1634

Copy

This day, the fourth day of the month of March in the year sixteen hundred and thirty-four, before me, *Simon Ruttens,* notary public admitted by the Court of Holland, residing in Amsterdam, and before the hereafter named witnesses, appeared and presented themselves Mr *Kiliaen Van Rensselaer,* as patroon of his colony situated on the North River of New Netherland called Rensselaerswyck, of the one part, and *Jacob Allerssz Planck* of this aforesaid city, of the other part, both of which parties, known to me, the notary, declared that they had contracted and entirely agreed about the following things and conditions. First, the aforesaid *Iacob Planck* acknowledges that he has bound and hereby does bind himself to the aforesaid Mr *Rensselaer,* to go and sail at the first opportunity to his aforesaid colony in New Netherland and to remain there for the period of three consecutive years, which shall begin and commence on the date of his arrival in that country; the aforesaid three years to be a fixed term and the said *Iacob Planck* not to have the right to quit or leave except with the express will and consent of his aforesaid lord and patroon. And in case he should act contrary thereto, he shall compensate and pay his aforesaid patroon for all hindrance and damage which he may suffer thereby, pledging and mortgaging therefor all the goods, wares and effects which he shall have acquired in that country or brought with him, none excepted, submitting the same as well as his person to the constraint and real and immediate execution of all judges and courts.

Three years[76]

Secondly, that the aforesaid *Jacob Planck* shall hold in the aforesaid colony the *position of officer*[77] and schout, as his aforesaid

[75] *V. R. B. Mss, Letter Book,* f.32. Extract in *V. R. B. Mss* 38.

[76] Side heads in this document are in the handwriting of Kiliaen van Rensselaer.

[77] Underlined in original.

lord and patroon has already given and granted him the said office, according to the instructions heretofore made or still to be made by the aforesaid patroon, to which reference shall always be had. The aforesaid *Jacob Planck* has thereupon accepted and promised, as he hereby does accept and promise, to conduct and exert himself well and faithfully in the said office (which he gratefully accepted) as becomes an upright and faithful *officer and schout*[77a] and as he ought to do, and moreover, as soon as he arrives in that country, he must present himself to the director general of New Netherland, in order to take before him, for the behoof of his aforesaid lord and patroon, *the proper oath*[77a] of fidelity conformable to the instructions and authorization given by the said patroon to the said director general, for which three years of service he, *Planck*, shall be entitled to the third part of the *fines*[77a] received by the officer and which from time to time may be levied, and in addition shall receive from the hands of the aforesaid director general a present of the *silver-plated*[77a] rapier with baldric and the hat with plume, which are in the latter's custody for the aforesaid patroon.[78]

Officer and schout

The oath

Fines

A rapier with baldric

Thirdly, the aforesaid *Planck* has agreed, as it shall also be his duty, to exercise proper supervision *over all*[77a] the men, farms, animals and everything else that may have to be done in that colony or at the *Manhates* in the name of the aforesaid patroon; also to keep an exact *record and account*[77a] of everything and to make report thereof by every opportunity, and in everything to seek the *best advantage*[77a] of the patroon as far as it is possible and feasible. Also on Sundays and other suitable days to perform the duty of reader and to offer up the public prayers, for which he shall receive the twentieth penny, or one stiver out of every guilder, of *the net proceeds or profit which the patroon shall receive yearly of all and everything, nothing excepted, of which he shall send me*

Supervision over the farms, men, and everything else in the colony and at the *Manhatans*

Keep record and account and report

Seek in everything best advantage of patroon

Read

1 st out of every guilder of profit of the colony

[77a] Underlined in original.

[78] *ende daerenboven tot een vereeringhe uijt handen vanden voorsz Directeur Generael ontfangen den versilverden Degen metten draeghbant. hoet ende pluymagie, die den voorsz Hr Patroon onder hem heeft berustende.* This refers to the silver-plated rapier and plumed hat sent July 20, 1632, for Rutger Hendricksz van Soest, which are mentioned in the memorandum to Director van Twiller, p. 204. The statement is not clear as to whether the objects were left in van Twiller's charge by Rutger Hendricksz on his return to Holland or had remained in van Twiller's custody from the time they were sent.

proper account,[78a] it being understood that this includes the sale or furnishing of the clothes and other necessaries which may be sold for the patroon to the farmers, also the increase of the animals, provided that the old number must be maintained; therefore, as soon as he, *Planck,* gets there, he shall take proper account of everything and specify the same by inventory. Excluded from this, however, shall be the profit which the patroon as well as he shall derive from the following conditions.

Jacob Planck to go and return and live in that country with his son and servant at his own expense

Fourthly, the aforesaid *Jacob Planck* has consented to transport himself with his son and one *servant*[78a] thither by the first ship that goes to New Netherland and in which he is able to secure passage, and this at his own expense and charge of going and coming; also, to support himself there and provide himself with everything, nothing excepted, but the patroon shall do his best to obtain some work for him on the ship so that he may cross over for his board, and if he does not succeed therein, the patroon shall give him for the three of them the sum of 30 guilders. Having with God's help arrived in that country, said *Planck* shall exert himself as much as possible and at the first opportunity move to the aforesaid colony and in the middle of the east side of Castle now West Island, on the river side, cause a suitable dwelling to be erected at his own expense, but the patroon *shall contribute*[78a] 100 guilders to it upon condition that the building shall be valued at 200 guilders at least.

f30 to Planck toward his expenses

Dwelling to be erected at the expense of *j. planck* who will receive f100 if the building is worth f200

The aforesaid patroon or his farmers must pay proper wages to the servant of the aforesaid *Planck* when he shall be employed in their service. Also to provide the grain, meal, bread, butter, milk or cheese which he and his men may need for their proper support (if they are supplied themselves), paying for the same as follows: for the wheat and the rye an average of two guilders a schepel, for the butter six stivers a pound, for the buttermilk one half stiver a mengel and for the cheese accordingly and for the grinding of meal two stivers a schepel.

Farmers or patroon must pay servant if they employ him

Wheat and rye at f 2 a schepel; butter at 6 st a lb 2 st a schepel for grinding

Further, of all kinds of grain, wheat, rye, barley, oats and others, which are grown in the aforesaid colony, after the men and animals

[78a] Underlined in original.

have been provided for, the farmers, without any fixed remuneration by the patroon, must turn over and deliver to *Iacob Planck*, on proper receipt, the share which the patroon has in the said grain, of which grain he, *Planck*, at his own expense and risk and full charge, may distill brandy, anisette or other spirits, or brew beer to be sold to the men of the Company or to the savages, or do otherwise therewith as he shall think fit. Said *Planck* ought not to pay anything for the said grain, nor shall he have the right to charge the patroon anything for the purchase, or for charges of himself or his men, or for any expenses incurred in connection with the same; and of the entire proceeds, without any deduction from the aforesaid grain, or from the amount realized or received for the same in the end, whether in money, merchandise or other returns (but freight charges, insurance and duties to the Company to be deducted therefrom) one half shall go to the patroon and the other half to him; and if he has bread baked thereof, two thirds shall go to the patroon and one third to him on the above conditions.

To distil brandy and anisette and to brew beer at his expense

Freight charges and duties to be deducted

1/2 to go to the patroon and 1/2 to *Jacob planck* and his men.

Bread, 2/3 to the patroon and 1/3 to *planck*

But he, *Iacob Planck*, shall not have the right to engage in any private business for himself, on forfeiture as above. As to the share of the grain to which the farmers are entitled or which he shall buy at the *Manhatens* or elsewhere from the savages, the patroon shall pay four guilders a mudde for rye, wheat or corn, and shall also pay one half of what it costs above that amount, provided that the proceeds shall be divided as above, one half to the patroon and one half to him, *Planck*.

Other expenses to be incurred in connection with the grain or otherwise and which are not specified here, shall be borne half and half, except so far as the grain shall be baked into bread, which expense *Planck* shall bear entirely; on the contrary the draff and all other by-products and profits derived from the manure of cattle or hogs, shall be shared half and half.

All that *Planck* himself, or for his men, shall consume in the way of the aforesaid brandy, spirits, beer, bread or other things, he shall pay for; the brandy at 20 stivers the Amsterdam kan and other goods accordingly.

Further, the aforesaid *Iacob Planck* has promised as he does hereby, not to trade in furs either for himself or for others, directly or indirectly, contrary to the Granted Freedoms on pain of the punishment and correction pro-

N. B. Not to trade in furs

vided therefor by the West India Company, but to regulate himself in all matters according to the aforesaid Freedoms.

The patroon shall buy two good muskets, one of which shall be paid for by him and the other by the said *Planck* and the ownership shall be half and half.

And on these conditions and in this manner, the aforesaid *Iacob Planck* has bound himself to the aforesaid patroon *Rensselaer,* promising to observe and fulfil faithfully all that is stated above with its implications and consequences, without anything contrary thereto being done either by himself or any one else, directly or indirectly, within or without the law, in any manner, under bond and submission of his person and goods, present and future, in that country, as is stated above. In good faith, with the consent of me, the aforesaid notary, this has been duly authenticated, one or more copies *in debita forma* to be delivered to each of the parties. Thus done in the aforesaid city of Amsterdam, at my, the notary's, house and office, in the presence of *Anthony Martenssz* and *Jan Stoffelssz* as witnesses hereunto invited, who together with the aforesaid contracting parties have signed the original.

Underneath was written: *In fidem et testimonium, rogatus et requisitus,* and was signed, *S': Ruttens nots pub^cus. ss^tt*

Concordat haec Copia cum Originali
Quod attestor infrascriptus publicus
S: Imperiali: Curiaeqz Hollandiae
authoritatibus Notarius Amstelodami residens,
hac die 21 Aprilis A°: 1634.
[signed] *J: vande Ven*
Nots Pub^cus ss^tt

$$A°: \frac{21}{4} \ 1634.$$

Contract between Kiliaen van Rensselaer and Michiel Pauw[79]

March 10, 1634

Copy

Whereas *Cornelis van vorst,* in the year 1633, by contract turned over three cows (two of which had been delivered to him by *Bastiaen Ianssz Crol* by order of Director *Pieter minuit* and the

[79] *V. R. B. Mss, Letter Book,* f.53b.

third by *Andries Hudden* from the farm of *Pr Bijlevelt*) to the new director, *Wouter van Twiller,* for the behoof of the colony of Mr *Kiliaen van Rensselaer,* the said Mr *Rensselaer* and *M. Paauw,* as patroon of Pavonia and for his director[80] *Cornelis van Vorst,* for reasons them hereunto moving, have contracted and agreed as follows: that the contract between Director *van Twiller* and *Cornelis van Vorst* shall both, *qualitate qua,* be executed and held firm and the exchange be accepted; but that an estimate shall be made of how much the less the three cows which *Cornelis van Vorst* received in return were worth at the time of the last delivery than the three cows which Director *van Twiller* received, without any further claim on either side being made regarding the past transaction, which difference in value shall be charged to Mr *Rensselaer* on condition that the money for the three cows purchased by *van Vorst* shall be turned over to Mr *Rensselaer;* and, in case *Cornelis van Vorst* has not [made] the payment there, that Director *van Twiller* as well as *van Vorst* be requested to make a statement thereof, signed by both of them, and send this to the respective patroons by the next ship. Done at Amsterdam, 10 March 1634. Was signed in the several hands well known to me, the notary: *M Paauw, K V Rensselaer.*

Concordat haec Copia cum originalj. Quod attest^r. infrascriptus Publicus S. Imp^i. Curieque Hollandiæ authoritatibus Notarius Amstel^mi. residens, hac die 13 Aprilis A^o. 1634.

[signed] *J: vande Ven*
Nots Pub.

$A^o.\frac{13}{4}\ 1634$

Contract between Kiliaen van Rensselaer and Cornelis Teunisz van Breuckelen[81]

April 5, 1634

I, the underwritten, *Cornelis Theunissen van Breuckelen,*[82] about 30 years old, acknowledge by this my signature, that I have entered the service of *Kiliaen van Rensselaer,* patroon of the colony called

[80] *M. Paauw als patroon van Pavonia voor syn Directeur Cornelis van Vorst.* In Rensselaerswyck, the title of director for the chief agent of the colony was not used till the arrival of Brant van Slichtenhorst, in 1648.

[81] *V. R. B. Mss, Letter Book,* f.27.

[82] His full name was *Cornelis Anthonisz van Schlick,* or as it was later spelled, *van Slyck;* in the present work as well as in the account books among the *Rensselaerswyck*

Rensselaerswyck lying on the North River of New Netherland, and this for the period of three years commencing with my arrival there in the aforesaid colony, to help my aforesaid patroon or him who in his stead shall have the direction or administration there, during the aforesaid period in all diligence and faithfulness in carpentering, bricklaying, farming or such other work as I shall be ordered to do or be capable of doing, without distinction of work, and that I will not engage, without the consent of my aforesaid patroon according to the Freedoms granted him by the Chartered West India Company, in any fur trade or obtain furs by gift or barter, upon forfeiture of all my goods and even on pain of peremptory correction touching my person or goods, and this for the sum of 180 guilders a year, to be paid to me or my order there or here on proper settlement of my account, provided that if possible the aforesaid patroon shall procure passage for me in the ship which is being fitted out and pay my board at six stivers a day and besides making me a present of 25 guilders for my passage going and coming, which I acknowledge that I have received, without deduction from my wages, and if within the aforesaid period of three years I quit his service without his express consent, he shall not be bound to pay me a single penny of all that I have earned and I nevertheless be held to satisfy him for the remaining time. I also bind myself under all such regulations and instructions as my aforesaid patroon has already made or shall cause to be made hereafter or which shall be made in his name, to regulate myself accordingly, under penalties and punishment thereto attached, it being understood that over and above the 180 guilders, I shall have also free board, and in case the patroon or his agents should not be satisfied with my service, they shall be free to dis-

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Mss, he is frequently referred to as *Broer Cornelis.* O'Callaghan, *History of New Netherland,* 1:434, erroneously includes *Cornelis Teunissen van Breuckelen* among the settlers who sailed in 1631, and on p. 439 gives *Cornelis Anthonissen van Slyck,* alias *Broer Cornelis,* the first patentee of Katskill, 1646, among the settlers of 1641. The identity of the two men is clearly established by the fact that in the account books appears but one Cornelis Teunisz van Breuckelen and that this man's account, running through different ledgers from Aug. 12, 1634, to May 1, 1661, contains among other items charges for rent at 500 guilders a year from Aug. 28, 1652, to Aug. 28, 1658, which are stipulated by the lease printed on p. 752–53, which is signed *Cornelis Anthonisen van Schlick.* On May 1, 1661, Cornelis Teunisz van Breuckelen was indebted to the colony to the amount of 4337 guilders, 10 stivers, and the same sum is charged against him in a list of debtors of 1674. The name *van Slyck* appears in the account books but twice, in 1664 and 1666, in connection with an account for beer. An entry in *Proceedings of the Commissioners or Magistrates,* 1676–80, in the Albany County clerk's office, under date of Jan. 2, 1677, ordering the constables of Albany to take charge of the estate of Broer Cornelis, shows that Cornelis Anthonisz van Schlick, from Breuckelen, died in 1676.

charge me before the expiration of the aforesaid three years at any time they please. All this in good faith and in witness of the truth I have signed this together with *jacob Dircxssz vogel,* formerly baker, who offers himself as surety for the aforesaid *Cornelis Theunissz,* in Amsterdam, this fifth of April sixteen hundred and thirty-four. Was signed: *Jacob Dircxssen vogell, Cornelis thonissen.* Endorsed. Received from the hands of *Kiliaen van Rensselaer* according to the contents of the instrument written on the other side of this sheet, as a present for the passage going and coming, the sum of 25 guilders, this 5th of April 1634, in Amsterdam. 10 RD at 50 stivers f25 — and was signed: *Cornelis Thonissen.*

Underneath was written: Also received from the hands aforesaid the sum of five guilders in order that I may equip myself the better with axes, adzes, trowels and other tools which will not be deducted from my wages. Done as above. 2 RD at 50 stivers f5 — and was signed: *Cornelis Thonissen.* [signed] *j. v.*[83]

Further contract between Kiliaen van Rensselaer and Michiel Pauw[84]

April 13, 1634

This day, date underwritten, the undersigned have entered into further agreement, to wit: that all the animals, whether horses or cows, old or young, which from now on and for six consecutive years shall be offered for sale in New Netherland, shall be bought of the Company as well as of private individuals, whether residents or strangers, according to this instruction and commission, which must be exhibited therefore wherever it is necessary, and this to be done for the profit and service of each of the contracting parties, half and half; each promising in good faith not to deceive or take advantage of the other but sincerely and in good faith, whenever any animals shall be bought, to give the other a half share and let the same be divided by lot, with the understanding that herein are not included such animals as before the delivery of this instrument may have been bought of the director general for one or the other, or those concerning which the aforesaid *Rensselaer* is negotiating with *Wolffert Gerritssz.* In testimony of good faith, both parties

[83] Joost van de Ven, notary public at Amsterdam.
[84] *V. R. B. Mss. Letter Book,* f.54.

have signed this also (the original of which remains in the custody of me, the notary) the 13th of April 1634 in Amsterdam.

Jta attestor qui retro

[signed] *J: vande Ven*
Nots Pub.

$A^{o}\frac{13}{4}1634$

Contract between Kiliaen van Rensselaer and Lubbert Gijsbertsz van Blaricum[85]

April 15, 1634

On the terms hereafter specified, *Lubbert Ghijsbertss,* 33 years old, from *Blaricum* in the *Goeylant,*[86] has freely and advisedly entered the service of *Kiliaen van Rensselaer,* patroon of Rensselaerswyck, to betake himself with his wife and three children at his own expense to the aforesaid colony by the ship that is now being made ready by the West India Company (to sail to New Netherland with God's help), provided that his aforesaid patroon shall pay and satisfy the Company and be reimbursed as hereafter described, which said service shall last the period of three consecutive years from the time of his arrival in the aforesaid colony, without right on his part to quit the said service before the expiration of the said period on forfeiture of all his estate and property and under bond of his person and what is further required by law, during which time he shall make his residence in the aforesaid colony as a free man, unless the patroon decide with his advice and consent to transfer him to the *Manhatas* or elsewhere, and shall have liberty to choose his place of residence with the advice and consent of the aforesaid patroon or his agents where he can most conveniently perform his work, namely his trade as a wagon maker or wheelwright, for which he shall take all the necessary tools with him from here at his own expense. He shall not be allowed to work for any one else so long as the patroon or his agents have work to give him, either for himself or for others, everything at the prices for which the former and present wheelwrights have made and furnished the same, but if it happen that they have no work to give him, either wagon making or farming, he shall be allowed to work for other people. The

[85] *V. R. B. Mss, Letter Book,* f.28.

[86] Same as *Gooiland,* a district in the southeast part of the province of North Holland.

aforesaid patroon guarantees that within the period of three years aforesaid he will order him to make or buy from him at least 12 wagons, good and substantial for their money, for the sum of 30 guilders apiece; the aforesaid patroon shall further cause to be furnished to him out of his earnings and at proper prices grain, butter or cheese produced in his colony, if there is a sufficient supply, provided that proper proportion be kept with respect to the work for which the patroon shall wish to employ him aside from wagon making, whether carpentering, farming or anything else.

The aforesaid patroon gives him permission to live with one of his farmers, but at his own expense as to board, as before stated, and on condition that he prepare and put in order his shop and sleeping rooms in or next to the said dwelling in such a way that the farmer shall not be inconvenienced by them; or otherwise, he shall be allowed to sow two or three morgens with hemp, linseed, colza or other seed, also at his own expense and profit, and not pay the patroon more thereof than the just tenth of the full crop and this as long as he serves as wheelwright and no longer. The aforesaid patroon shall also pay him in advance the sum of 50 guilders for his equipment and in order to provide himself with the proper tools, besides a large firelock of which the patroon will bear the expense and which he, *Lubbert,* will be allowed to use and at the end of his service return to the patroon, in the same way as he shall be obliged to make good in money or labor all that the patroon shall advance to him before, in or during the voyage, as well as in that country, or shall pay in his stead to the West India Company or others, in such a way however that the patroon shall not be liable otherwise than as before stated. The aforesaid *Lubbert* shall have no right to trade in any otter, beaver or other skins, on pain of forfeiture and punishment therefor provided by the West India Company. The aforenamed patroon promises, however, that as soon as he shall erect the fourth farm in the aforesaid colony, he will make him, the said *Lubbert Gysbertssz,* farmer thereon on the same terms as the other farmers, more especially the terms of the contract made with *Gerrit de Reux.* But [in counting] the farms [those] about which the patroon is negotiating with *Wulffert Gerritsen* with a view to [his] moving from the *Manhatans* up the river shall not be included. The aforesaid *Lubbert Gysbertssz* shall, however, at the same time exercise his trade as wheelwright for the accommodation of himself and others, and as to what he shall earn thereby, like the grain, one half shall go to the patroon and the other to himself.

The aforesaid *Lubbert Ghijsbertssz* shall be obliged to respect and obey the said patroon or those whom he may appoint, as faithful subjects are bound to obey their lords and magistrates, with regard to the instructions and regulations already made in the said colony of Rensselaerswyck or to be made hereafter.

All this in good faith; for greater security this has been signed by the aforenamed patroon and *Lubbert Ghijsbertssz* on the fifteenth of April in the year sixteen hundred and thirty-four. Was signed in the several hands, *Kiliaen van Rensselaer, Lubbert Ghysbertssz.* Lower was written: in my presence as witness, and was signed, J: *vande Ven,* notary public.

Contract between Kiliaen van Rensselaer and Hendrick Conduit van Coninghsbergen[87]

April 15, 1634

Contract made and entered into by *Kiliaen van Rensselaer* as patroon of his colony called Rensselaerswyck, with *Hendrick Conduit van Coninghs-bergen,* 32 years old, as farmer on a farm to be established on the west side of a river to the north of the mill creek[88] on the slope of the clay hill,[89] being about the middle of Castle, now called West Island, which farm shall be called *Godyns-Burgh,* this 15th of April 1634, in Amsterdam.

First, the aforenamed *hendrick Conduit* shall promise under oath and on forfeiture of his stipulated wages and his property there, not to trade in furs, specially otter and beaver skins, nor to acquire the same by way of present or in any other way, without the express consent of his aforesaid patroon.

The aforenamed patroon shall provide him, *Hendrick Conduit,* with the following animals, if he can procure them, as soon as he shall take the third farm in hand, counting that of *Rutgert Hendrickssen* called *Rensselaers-burgh,* as the first, that of *Gerrit de Reux,* who is now on *de laets-burgh,* as the second and that of *Hendrick Conduit,* called *Godyns burgh,* as said above, as the third, it being understood that the farms about which the patroon is negotiating with *Wolffert Gerritssen* with a view to [his] moving up above from the *Manhatas,* are not included [in this number].

And from the time of his arrival in the said colony till his, the

[87] *V. R. B. Mss, Letter Book,* f.29b.
[88] *Meulen kil;* the Normans Kill.
[89] *kleybergh.*

third, farm shall be erected, he must help other farmers or do such other work as the patroon or his agent shall direct, on condition that he shall receive 150 guilders a year in addition to his board, but as soon as the buildings are under cover and the farm is ready to commence work, he shall receive 180 guilders a year till the shares begin, and as a start be furnished with three or four horses, as many cows and in addition sheep and hogs according to circumstances. He shall further have for his assistance, if they can be obtained, two men and a boy, for whom are proposed *Cornelis theunissz van Breuckelen,* carpenter and mason, who must do farm work when he is not otherwise employed, also one of the men whom *Gerrit de Reus* has brought into the country, or one of the men of *Roeloff janssen,* if the same will stay, or otherwise a negro, or the servant of Officer *Iacob Albertssz Planck,* and this at the expense of the patroon for the period of one year from the time that he shall begin to draw the 180 guilders, which payment of 180 guilders shall not continue for longer than one year; from which time on and for the period of four consecutive years, not leaving on pain of forfeiture and under bonds as above, the aforesaid *Hendrick Conduit* shall receive no wages, but the wages and board of the men and the boy and the house servants, as well as all other expenses of whatever nature, the damage and loss of animals, wear and tear of wagons, plows, in fine, all and everything, shall be paid during the aforesaid four years, half and half, and be deducted from the common fruit, crops, milk, butter, cheese and increase of stock, and the balance and gain shall be evenly divided between the patroon and *Henrick Conduit.* With this understanding, that the patroon may take at his option the animals apportioned to *henrick Conduit* at the rates heretofore fixed by the West India Company, and the grain at such prices as those of the *Manchatas* are obliged to furnish grain to the Company for. And every two years, an inventory shall be taken of the stock and what shall be found in addition to the number delivered to him, is included in the aforesaid condition. But, if the number shall have decreased, the said *henrick Conduit* must try to raise again so much stock that he attain the former number and shall not be allowed to derive any profit till the original number is restored. The said *Hendrick Conduit* shall raise as many sheep and hogs as possible, and those which he sells or the amount which he receives for them, shall in the same way be divided half and half.

At the time that the aforesaid partnership begins, an exact list

and inventory shall be made of the grain in the field, or in the houses or barracks, also of the live stock, furniture and household goods, butter and cheese, grain, meat, bacon, wagon and plow, and further of everything else that shall be on hand and belong to the patroon in particular, which shall again be done at the end of four years, when the patroon must get back as much as he has supplied, or the value thereof according to the valuation placed upon them as above.

As to the passage across, the patroon shall if possible seek to obtain permission for the said *Hendrick Conduit* to earn boatswain's wages, but if this can not be done, the patroon must pay for board and *henrick Conduit* shall receive no monthly wages. But the transportation of the servants, the patroon charges himself with, while *Henrick Conduit* must take care of the calves which he may send and the farm implements which he will send over by this ship.

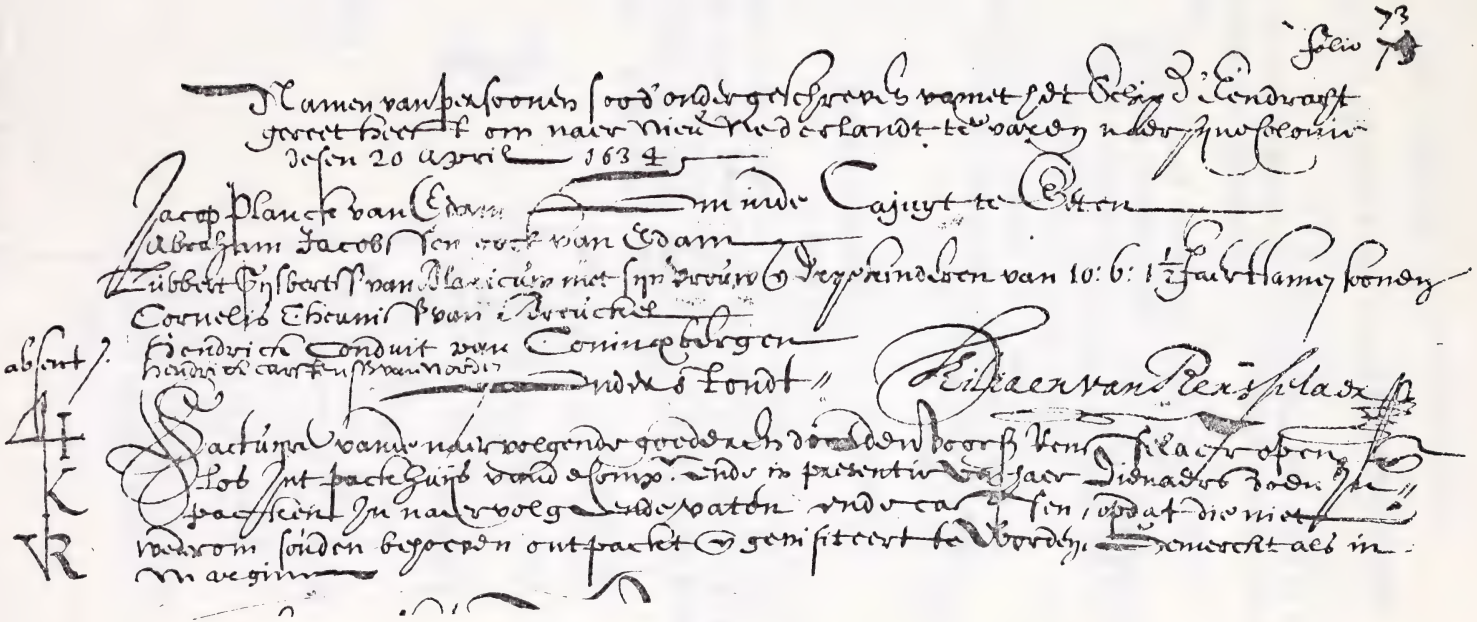
Henrick Conduit shall distribute the manure of the animals over the land to the best advantage and if necessary mix it with sods[99] and so increase the heap.

The patroon shall provide *Henrick Conduit* with a good firelock, costing f11:10, which sum *Henrick Conduit* shall pay the patroon at the end of his term and keep the firelock.

If (contrary to our hope) there be no prospect of obtaining animals to establish the aforementioned farms, *hendrick Conduit* shall not be obliged to serve longer than one year for the aforesaid 150 guilders a year, but the patroon shall try to get him employed on fair terms on the farm of *Bijlevelt* at the *Manahatas,* provided he advise the patroon in time.

All that is stated above, the aforesaid *Hendrick Conduit* by true and manly words promises faithfully to fulfil and accomplish, thereto binding his person and goods, movable and immovable, present and future, submitting all of them and the choice of them to the control of all laws, courts and justices, in good faith, without guile or deceit, in witness whereof the contracting parties have signed this with their own hands, this 15th of April of the year 1654, in Amsterdam, and was signed in the several hands, *Kiliaen Van Rensselaer, Hendrick Conduit.* Lower was written: In my presence as witness, and was signed, *J: vande Ven,* notary public.

[99] *plaggen;* heather or peat sods, sometimes used in the Netherlands for compost heaps.



List of persons who are to sail by the ship de Eendracht, April 20, 1634
From *V. R. B. Mss, Letter Book,* f.73. Slightly reduced

Names of colonists ready to sail in de Eendracht[91]

April 20, 1634

Names of persons whom the underwritten has ready to sail for New Netherland, to his colony, in the ship *d'Eendracht*, this 20th of April 1634.

Jacob Planck van Edam, to eat in the cabin
Abraham Iacobssen, also from Edam
Lubbert Gysbertssz van Blaricum, with his wife and three children of 10, 6 and 1½ years, all sons
Cornelis Theunissz van Breuckel
absent *Hendrick Conduit van Coninxbergen*
Hendrick carstenssz van Norden

Underneath was written
Kiliaen van Rensselaer

Invoice of goods sent to the colony[92]

[*April 20, 1634?*]

Invoice of the following goods which the aforesaid *Rensselaer* has sent open and loose to the warehouse of the Company and in the presence of its officers has caused to be packed in the following casks and boxes in order that they need not again be unpacked and inspected. Marked as in the margin.

packed in a dry cask N°. A

one brandy still, weighing 115 lb, costs with condensing coil		f94 17
three green and three white blankets, cost		f23 2
three bolts of coarse cloth and one of somewhat finer, cost		f52 10
one small bag of hemp seed, containing one schepel one ditto with linseed, contains two fourths of a barrel	cost	f 4 10
100 lb of pig lead		f 8 5
3 small tin pots		f 2
12 bags of Oriental malt, costs 85 gold guilders a last		f53
		f238 4

[91] *V. R. B. Mss, Letter Book*, f.73.
[92] *V. R. B. Mss, Letter Book*, f.73.

a box N°. B	24 pair of Flemish stockings at 11 stivers a pair	f13 4
	24 pair of linen drawers, at 19 stiv. each	f22 16
	24 linen shirts, at 31 stiv. each	f37 4
	24 ditto, somewhat smaller, at 25 stiv. each	f30
	46 pair of watertight leather shoes, averaging 23½ stiv. a pair	f54 1
	25 - - -[93] at 6 stiv. each	f 7 10
a box N°. C	one ship's pound of white Leyden cheese, cost	f36
	3 sieves, 3 strainers, cost	f 4 12 8
	24 iron straps with bolts, at 6 stiv. each	f 7 4
	24 horse bits, at 6 stiv. each	f 7 4
	9 chains, at 3 stiv. each	f 1 7
	18 surcingles (but only 12 found), cost	f 6 15
	6 head stalls	f 1
	24 traces f3:10—9 lines f3:14, together	f 7 4
	9 linen coupling lines f2:6 — 9 wagon braces[94] f4:4, together	f 6 10
	9 rear wagon braces[95] f5:14 — 18 halters f2:15, together	f 8 9
	4 long grain scythes f20 — 4 Hainault scythes for grain f6, together	f26
in a dry cask N°. D	12 axes, at 25 stiv. each	f15
	2 strainers of the above 3, which could not go into N°. C	
	16 bags of Oriental malt, at 85 gold guilders a last	f70 8
N°. E	one hogshead of brandy containing 16 steekan, [7?] mengel, costs with the cask	f78 4
N°. F G	two kegs[96] of salt containing 3 bags, cost	f10 4
	[Total of A-G]	f689 0 8

[93] Blank in *Letter Book*.
[94] *wagenseelen*.
[95] *achterwagen seelen*.
[96] *smaltonnen*.

	The goods on the other side [of the sheet] without counting the expenses amount to	f689 0 8
	Also given to *Iacob planck* to take with him, the following:	
	4 fathoms white } together 6 fathoms black } 10 fathoms,[97] at f6	f 60
	27 lb of gunpowder in a small keg,[98] cost	f 12 17
	paid for books, paper and ink	f 10 14
to distribute among the men and to keep account thereof[99]	2 firelocks, cost f23 2 muskets, cost f20 4 shoulder straps f 2 4 one bullet mold f10 total	f 45 14
N°. H I	Being two small barrels[1] with salted meat from *Craloo*, valued at f44	
	22 sacks to be distributed among the farmers, bought of Mr *Michiel Paauw*, cost 18 stiv. each	f 19 16
	1 sack included in the aforesaid 22, in which one schepel of colza, bought of said Mr *Paauw*	f 2 10
	1 red flag with the arms of the colony, to be hoisted on certain occasions, costs[2]	
	one tool chest from *Jacques de Boremaker*,[3] for *Cornelis Theunissz van Breuckelen*. Memorandum[4]	

[97] *Article not given.*
[98] *Tonneken.*
[99] Note in handwriting of Kiliaen van Rensselaer.
[1] *smaltonnen.*
[2] Amount not given.
[3] Jacques Spierinck, the auger maker, see O'Callaghan, *History of New Netherland*, 1:430–31, and also p. 433, where he is erroneously given as one of the settlers of 1630.
[4] The last two items added by way of memorandum in handwriting of Kiliaen van Rensselaer.

Kiliaen van Rensselaer to Wouter van Twiller[5]

April 23, 1634

TRANSLATED BY MRS ALAN H. STRONG

Wouter van Twiller, director in New Netherland

This day, 23 April 1634, in Amsterdam

Mon Cousin: Passing over the letter which your honor wrote to me from the island St Martin (since the ships *Gelderlant* and *Nieu Nederlant* have both been taken by the Dunkirkers), I find myself in receipt of several letters from your honor, of date March 18, 1633, sent to me by the ship *de Goede Hoope,* of May 9, by *de Walvis,* and of July 17, 20 and 22, by *de Soutbergh,* and now finally within the last two days, that of September 14, in the care of *Marrten Gerritsz* by way of New England, which although in many things too late, yet nevertheless came well apropos before the departure of this ship *d'Eendracht,* for which the last lighter with goods and people leaves tomorrow evening, bound for the Texel, just as the news of the killing of my animals came at the last moment before the departure of the ship *den Soutbergh* from there.

I am not ungrateful but understand and appreciate the great friendship which your honor has shown me, while attending to your official duties and according to the 25th article of the granted Freedoms of New Netherland, which Freedoms after much difficulty have been approved anew by the Chamber of Amsterdam and the Assembly of the XIX and are declared legal and rightly acquired, the remaining differences being submitted to their High Mightinesses, all conformably to three distinct resolutions under Letters A, B, C, sent by my officer *Jacob Planck,* in whose hands your honor can see the same and from whom you can receive copies thereof. These same Freedoms therefore, as they are there given, are indisputable, and according to the 15th article freely allow the patroons, not only in their colonies, but also wherever along the coast of New Netherland and the circumjacent region the Company has no *commissen,* to trade their products of the soil in exchange for all sorts of merchandise, even beavers, otters and the like; the point of sending merchandise thither only being disputed, which must be decided subsequently by their High

[5] *V. R. B. Mss, Letter Book,* f.55–70. Printed in Dutch in *Oud Holland,* 1890, 8:267–86, as Appendix G to Mr de Roever's articles on the colony of Rensselaerswyck.

Mightinesses. I therefore send with the Company's knowledge a brandy kettle for distilling brandy from my surplus grain, which is to be sold there in the country according to the aforesaid article.

The indemnity demanded by your honor for the loss I have incurred will come in well for part of my expenses. I shall endeavor again most earnestly to deserve it from you, as I have already done, for believe me freely, had your honor not had me here they would have summoned you home with an affront, which the Lord God this time has graciously forbidden. Such a shameful pot has been on the fire for you that I in all my life never would have believed that one could find men base enough to plan it, and, what is worse, the same business has not only taken hold among the directors, but been scattered far and wide, even in the full board, so that it was publicly proposed to look around for another director without first duly examining your case, for which reason I went at *Vogelaer* in such a way on the crowded *Dam* that he will not soon forget it. Upon the counsel and advice of Mr *Coenraets,* I have had a sworn statement made which I send your honor herewith enclosed under No. 1, from which you may see what has happened here. Yes; even more shameful than is stated therein, among other things, that your honor, being drunk, had run out on the street after the minister with a naked sword; *that your honor had given another person a suit of clothes*[6] *for the reason that, etc. This last Gras*[7] *told me was true.*[8]

I have to several directors individually, to the commissioners separately, and likewise in the full Assembly, several times affirmed your innocence and said that, if they would carefully examine, they would find that they ought to praise you for the very thing for which they blame you, that you had long served the Company, that they ought to know you better, that you have outserved all your masters, who were in power before you began, and that at present none of the former were in office except Messrs *Coenraets, Reael* and *La Myne* (who are all three on your side, especially *La Myne* who defends you bravely; to which three, and also others whom you most trust, you must not neglect to write discreetly, as being your old masters, requesting them to take your honor under their protection against all injuries and slanders which are injuriously spread and accepted to your great prejudice). But what is

[6] *een pack kleeren geven;* literally, to give a suit of clothes, but here apparently used in a figurative sense like *een pack slaag geven,* to give a beating.

[7] Jean Gras, director of the West India Company. N. DE R.

[8] Underlined in original.

the case: the crown which the secretary[8a] had placed on the head of *Minuict,* rests now on yours; the enemies of *Minuict* are now yours. This crafty knave has stirred up the present minister against you, as he did the former against *Minuict* (who I think will receive from Domine *Badius,* to whom he has written, another letter than he expects. But the man has been misled; it is not his fault.) Therefore forget all the foregoing and keep up kindly relations. Domine *Roelof Pieterssen* has shown your honor in this matter much friendship, also through his nephew, the secretary *de Vries,*[9] who is one of the commissioners though he seldom attends. Do not neglect either to write to both of them. Likewise to *Liebergen,* with whom I some time ago had a confidential word. I have told the officer *Dincklagen,* who comes in the place of *Notelman,* all about this. I think that your honor may trust him, because he was first recommended by Mr *Focyt,* who is a friend of the colonies. Then first try him well, and since he has studied, he can serve you with advice, since such people can see deeper into a matter than those who have not studied. The secretary has furthermore also incited against you all the directors and chief participants who are opposed to the colonies. (I do not hear *Van de Linge* slander so much as he did); but[10] spouts fire and flame, the more so because your brother *Hendrick* in the *Nieuwe kercke,* when he would not move up a little, pushed him with force (which he should not have done); however, I had him up and showed him his fault, whereupon he toned down a good deal. All these quarrels, added to the dissatisfied people who returned, so overwhelmed you that no contradiction sufficed. Mr *Paauw,* who has much influence with *Coenracts,* was also very sorely out of patience with you because of the severe proceedings against *Cornelis van Vorst,* which he in the beginning also showed. But I won him over and made satisfaction (even to my own loss as will hereafter appear) so that we are now entirely reconciled to each other and you will find henceforth a friend instead of an enemy. If you find it advisable, write him a short letter, for I see that one can not accomplish as much by well doing as by having friends in the game.

Vogelaer declares to me that he is your friend, as are also his followers. But I know better than that. They are too much smitten with the secretary. I told him in the presence of all the

[8a] Jan van Remund.

[9] Frederick de Vries, secretary of the city of Amsterdam; see p. 64.

[10] The writer has here scratched out the words "the marked humpback." N. DE R.

commissioners that for many years I was prejudiced against *Minuict* by the same poison, and that after awhile he would find it out also. If your honor could win over the minister[11] — I think that he has credit with *Vogelaer* and his people — and make him understand that the secretary had acted with falseness, the ship might be brought on another tack. It should be noted in this connection that the wife of *Remunden* told the wife of *Jeronimus* that her son being on the island *St Martyn* with *Willem van Wouw* and asking to come on board, your honor being drunk said "let the dogs swim aboard." *Vogelaer* has told me (and apparently it comes from the secretary) that when your honor went with the minister to the preaching at *St Marttyn*, it would have been better if you had stayed away; wishing to have it understood that you had drunk too much. Of these two things he has knowledge, the third may enlighten him still more, namely, that he said in conversation with *Dirck Cornelisz Duyster* that he had made an agreement with you and that each side promised the other not to write anything about it, but that there were some, notice this, who had advised him not to trust you (who I suppose must have been *Remunde*). This is now clearly found to be a false calumny, as your honor has never mentioned a single word of it to either the directors or to any of your friends, but he[12] has done so to Dr *Badius* (although indirectly, without mentioning your name but with sufficient application) and to this *Remunde* would appear to have brought him according to a letter from *Remunde* to his wife. By this he thought he would set the crown of thorns on your honor's head. It was read at the meeting of the directors but I do not know whether it was written from New Netherland or from England, apparently from the former, and he took it with him and sent it from England or perhaps by the *Soutberch*. Of that I am not sure.

This false secretary, who has slandered many men behind their backs, was by a righteous punishment arrested at Rotterdam for a theft of which he was not guilty, and was then charged with the manslaughter; whereby he would have lost his head had the accusers of the theft not bravely interfered for him and his correspondents here, burdening their own consciences, held back the attestations come from there (saying that they were given out of partizanship); and besides that, he greatly abused the Prince of

[11] Everardus Bogardus.
[12] Bogardus.

Orange. He has now been sufficiently warned. From what I hear he must pay f300 to the friends of the deceased, and that will free him. Among other defenses for this manslaughter, he took occasion to accuse your honor of being the cause of it by not having been willing to settle the differences. He gave this out in public statement to your prejudice in the full assembly of the directors before his arrest. Whether he will now behave himself better, remains to be seen and hoped.

As to *Hunthum,* I can not yet find out how he behaves. I would have liked that your honor had written me the reason why the *Maquaas* killed my cattle and, in order that there may be a case against him if he misbehaves, I have ordered my officer *Jacob Planck* to get from you the attestation of the abusive words which he has spoken against me and mine and, when he comes out of the fort, to bring him before the court of Rensselaerswyck for such punishment as the laws of the land provide. The abuse can only make him infamous, and he is enough so already, but the court can make him retract his statements and can force the words down his throat.

I had earnestly wished that *Dirck Cornelissen* might have gone over again; they were not willing to allow this. *Vogelaer* is too much against him; *Coenraets* is most of the time at the Hague; *De Vries* seldom attends the meetings and *Lybergen* is so-and-so. The last meeting of the directors was much in your honor's favor. Those whose terms have expired are: *Bicker, Bartelotty,* deceased. *Broen, Hamel, Valckenburgh, Verdoes, Oyens.* Their successors: *Coenradus, Reael,* Secretary *de Vries, Euart Man, Schuylenburgh, Bartrinck.* The disparity is too great, and as some can now do no more harm among the directors, they are trying to bring it to pass by means of the chief participants. They have secretly tried to make *Isaac de Rasiere,*[13] who married the niece of *Ray,* director in your place, as I have only lately found out. Mr *Coenraets* was invited to the wedding and diligently courted but, with his wonted discretion, he did not allow himself to be used for such a shameful proceeding, giving me sufficiently to understand that I must watch and secure proof thereof, which has also been done.

It is a wonder surely, that all the patroons and their associates, who have enjoyed no particular friendship from your honor in the

[13] Under date of April 19, 1637, the baptism in Brazil of Ysaac de Rasiere, son of Ysaac de Rasiere and Eva Bartells, occurs in "Doopregister der Hollanders in Brazilië," *Algemeen Nederlandsch Familieblad,* 1888, 5:142. In the same register the father's name appears as witness as late as 1651.

country over there, defend your cause more strongly than do those persons whom you have so faithfully served (even against justice and reason in the execution in the colonies of their unlawful ordinances and the administration of the severe oaths to all the people). From those people there are no thanks to be gained; they can spit no honey, since they have nothing but gall in their mouths. Our *Jeronimus*[14] is very much alarmed and would like to have his son at home again. He has sent me the enclosed memorandum marked No. 2. He takes your side, as does also *Grietge*, who is very sick.

It was not until lately that *Aldrichs*[15] could get permission to order a suit of clothes for you (since they were busy with *Rasiere* up to the last) and only a few days ago they decided to allow the remaining thing of your memorandum. I have paid him f150. I will give him the rest when he brings me the bill.

After a long chase I have just been able to secure the conditions of your appointment, as given in the copy No. 3; herewith are also added some others marked No. 4 & 5. I shall keep the originals here.

The heads of the accusations against you, coming from outside, are that you are proud and puffed up; always drunk as long as there is any wine, and thereby the cause that the ship was sent off so long after the last of June, lazy and careless, hostile to the minister and no defender of religion. The following comes from inside: that you write so few reports to the Company, that you have not enough prudence and judgment to rightly discharge your

[14] Perhaps Jeronimus Lacroix. A person of that name — his son? — made a tour of exploration into the wilderness from Fort Orange for the Company. His journal exists among the patroon's papers. N. DE R.

This journal which is referred to in the patroon's letter to Wouter van Twiller, May 6, 1638, on p. 401 of this volume, was not in the *Van Rensselaer Bowier* collection when placed in the hands of the present editor. It seems likely that it is the same as the account of the journey to the Senecas secured by Gen. James Grant Wilson at Amsterdam in the summer of 1895, and published by him in the *Independent*, 1895, 47:1317–20, and in the *Annual Report of the American Historical Association*, 1895, 1:79–101, under the title "Arent van Curler and his Journal of 1634–35." If the same, there is no good reason for calling it, as Mr de Roever does, Lacroix' journal, for de la Croix appears throughout in the third person. That Gen. Wilson on the other hand is wrong in ascribing his document to Arent van Curler is evident from the fact that the man who speaks in the first person, and who of the three men in the party is the only person not named, describes himself as one of the *commisen* of the West India Company, and from the further fact, based upon statements in the patroon's letters in this volume, that in December 1637 Arent van Curler was but an inexperienced youth of 18 years.

[15] Jacob Aldrichs; see p. 273. Possibly this is the same person as Jacob Alrichs who in 1656 was appointed director of the colony of New Amstel, on the Delaware. A Mr Jacob Alrichs appears as witness to various baptisms in Brazil from 1637 to 1651 in "Doopregister der Hollanders in Brazilië," printed in *Algemeen Nederlandsch Familieblad*, 1888–89, v.5-6.

functions, that the accounts which you send are not carefully examined, that the books have not been kept in good order (to which I replied that they must send a bookkeeper, whom they should pay for the work that they required of him, because that was not properly your business). *Crol* complains that you have held his books there. But *Conracts* says, and justly, that your honor ought to have written to the Company what ships or sloops of the English or Brownists had been there, for instance Captain *Stoon,*[16] with whom your honor was on somewhat too familiar terms, also *Jan Brouwer*[17] and others, in order that the Company might have given the necessary orders for such cases. Therefore be on your guard. Secure affidavits even from *Hunthum* and those who may be opposed to you, by which you will know them, for you have now evidence enough to do so.[18] Inform those who arrive and keep on good terms with those who remain, so that in their letters to the Company they may justify you against such shameful calumnies and slanders, for if you can once clear yourself of this the venom will not be able to affect you again. Consider these warnings, and take it well from me that I thus prescribe for you, although you know it well enough yet nevertheless it is needful to refresh the memory:

1 Be God fearing and an example to the people
2 Be temperate in eating and drinking
3 Be faithful in your service, injuring no one
4 Be diligent and vigilant in the execution of your official duty
5 Be cautious in everything and with what persons you associate
6 Be humble when you are exalted
7 Be patient when you are injured
8 Trust in God when you are chastised

If you do this the curse will change to a blessing and slanders redound to your honor, Amen.

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[16] Referred to by David Pietersz de Vries (*Korte Historiael,* p. 110) as Captain *Stoons,* from London, of a prominent family. De Vries met this captain in the West Indies and in Virginia and, June 15, 1633, on his return voyage to Holland, found him outside of Sandy Hook in command of a vessel laden with cattle bound for New England, endeavoring to reach New Amsterdam in order to obtain a supply of water. Under date of April 18, 1633, de Vries mentions the arrival at New Amsterdam of an English captain from New England who was invited by van Twiller to a dinner party at which the guests became intoxicated and fell to quarreling, according to de Vries, much to the surprise of the Englishman, who did not know what to make of such irregularities among the officers of the Company and lack of authority on the part of the director. It is not unlikely that the patroon received his information from de Vries but confused the two captains referred to.

[17] Mentioned in letter from Sijmon Dircksz Pos, Sept. 16, 1630, p. 170.

[18] *Belegget attestatien, selfs van Hunthum ende die U parthije moghten wesen, waeraen ghij se kennen sult; want ghij hebt nu stoffe genoegh om sulex te doen.*

Now I will turn to the answering of your letters. As to that from *de Helder*, I thank your honor in the name of *Johannes* and *Baptist* for the f11.13 out of which my wife bought them fur caps as your honor desired. As to that from Wight of the 17th of August, I have paid the f150 to *Minnyct* and added it to the f250. I will add to this what I must now advance to *Jacob Aldrichsz*, and subtract the f62.10 which I am to receive from the cashier *Reael*. Your mother told me that you had divided this amount, which I well believe, but without your express order to me I can not do it; therefore be so kind as to let me know your honor's intention, and when this ship comes home draw as much of your salary as you can, for the sum increases if they keep the people waiting longer.[19] *Dirck Cornelisz* has not yet got his money. They have allowed him f24 per month as *commis*, a shame, since they give *Hunthum*, a rogue, f75. But he expects to earn it by sending 13,000 skins yearly, which I think he will fall far short of, and this will not advance his cause. The money of *Wolfert Gerritsen* I received but lately also. I have kept back f300, of which I will write him further. They would not let *Dirck* have his eleven skins, a thing they have done at other times. He says that he informed your honor and others of them; he requests explanation, according to the letter here enclosed as No. 6. *Coenradus* has promised him that they will make it good to him. *Vogelaer* is especially hostile to him.

In regard to the letter of the 3d of September from Wight, I met *Vogelaer* after its receipt and asked him whether the Company had received letters, saying that I had a short letter; he said at once, "There you see, he is already too great to know even his masters." To which I answered that he must first be sure whether your honor had not written and that he should not flare up so hastily. He denied it at once, saying in the presence of Mr *Blommaert*, who had heard it as well as I, that I lied. This was the beginning. When he afterwards heard from *St Marttijn* that you had taken a prize, he began at once to scold that your honor had not despatched the sugar by the two large ships *Gelderlant* and *Nieuw-Nederlandt* in order to balance therewith the shortage of *Hunthum* and *Remunde*, but hearing afterward that they were at Dunkirk he kept still. Think how he must seek occasion against you, of which his aforesaid comrades give him enough, being not

[19] *ende, als dit schip t'huys compt, treckt soo veel van U gagie in als ghij condt, want de somme grooter wordt, soo sij het volck langer ophouden.*

only venomous but writing to him in the most corrosive extract, so that you must be bravely on your guard. And *Jeronimus* does not doubt but there are spies going over, to dog your steps.[20]

Regarding the letter of November 25, by the *Cat* from *St. Marttyn,* I will say that your honor should be most grateful to God that he has delivered you out of the hands of the Turks (even if my calves were cast overboard; your honor made this good again to me in your last deal with the *Maquaas*). *Vogelaer* and his friends have here cause enough to praise you most highly, but it will not come to pass. The newspaper[21] enclosed as No. 7 by arrangement of Mr *Paauw* and myself refers to you. I keep your letter secret but you can well scent what it means to say. *David Pietersz.,* against whom you warn me (and who also severely criticizes your honor), has turned out even worse than you stated.

I have not received the letter of December 24. It went to Dunkirk; the letters from *Gerrit de Reux* with one enclosed to *Provoost* were sent to me from Dunkirk, but no others.

Regarding the letter of March 18, 1633, I will say that I thank the Lord with you for your safe, though difficult and perilous journey, being pleased to hear that you like the country so well and that you feel so well. But I am sorry that the savages to the south are so rebellious. They ought to be attended to or they will give others a bad example, but yet this should be done with great and Christian discretion.

Concerning the animals bought by me from *Minuit* and *Bijlevelt* I have this to say, that I have perfectly agreed with Mr *Paauw* although I had the most right, as it was done with the consent of the Company. *Minuit* and *Bilevelt* did not deceive me although matters did not go just right. *Minuit* says that he offered them to Mr *Paauw* and on his refusal sold his animals to me, but Mr *Paauw* appears to be ignorant of this.

Bijlevelt *had given no orders to* Andries Hudde, *who nevertheless sold the one cow to* Cornelis van Vorst, *so I did not find it advisable to dispute with* Mr Paauw *but sought to have him for a friend, especially since he had greatly injured your cause with*[22] *Mr Coenraets* and the others. Therefore we have made such an agreement in regard to these three cows as appears by the enclosed copy No. 8. And we made also the following agreement, No. 9, that

[20] *om U met looden schoenen naer te gaen;* literally, to follow you with leaden shoes, to follow you cautiously.

[21] *courant.*

[22] Underlined in original.

all the animals that shall be for sale in that country shall be bought in by your honor on our mutual account, except those which before the receipt or delivery of this contract No. 9 shall have been bought in or engaged by your honor, everything as stated in the said contract which is to remain in force for six years, and I in all sincerity request that it may be observed, as I have voluntarily (although for the reasons before mentioned) agreed thereto. We can not limit your honor in prices, but it seems to me the Company formerly wrote to Director *Minuict* and the council about them, so that he, and afterwards *Croll*, by the Company's orders bought up all the animals that were for sale, half for Mr *Paauw* and half for me, at the same price, so that it is sufficiently known and customary. I hear that private parties are buying animals. The sellers have no consent for this from the Company, as Mr *Paauw* and I have, for their stock is the offspring of the Company's animals, unless the Company has since given other orders unknown to me. With regard to the animals that you may henceforth deliver to us from your farm, we can not well fix the price here, because there is so great a difference in quality and age; for horses rated at f120 if good, your honor may charge us f150; for cows rated at f80, f95 or f100; and so in proportion; and those your honor buys from others, at cost price according to your honor's letter.

Referring again to the three cows, namely the two of *Minuyt* and one of *Bijlevelt*, since I now have the claim against them of Mr *Paauw* in regard to nondelivery (and as our agreement does not concern them), be pleased to send over to me the resolutions which the council made respecting it, with the proofs of *Cornelis van Vorst, who says that he bought the cow belonging to* Bijlevelt *from* Andries Hudden *for f69:—for I have not yet paid* Bijlevelt *for it but* Minuit *has deducted his amount from what he owed me.*[23]

Further *Bijlevelt* appeals to the contract made with me, that he is treated unfairly by having f50 deducted just for the chickens and the garden, as the agreement will show, which I send your honor enclosed as No. 10. In his presence I sent for the skipper *Jacob Janssen Hes*, who said that there were other things, and that the contract, signed by us both, was exhibited in the council. Be pleased therefore to have an abstract of this resolution made and certified. *Bijlevelt* says that the chickens were given as boot. The contract does not say so. Moreover the boot must be paid over as well as the goods purchased. As to Mr *Paauw*, since he has three

[23] Underlined in original.

other animals in place of these, the difference can not amount to much and the appraisal should be made on the basis of the value at the last delivery, that is, the time when your honor delivered the three substitutes to him.

As to the farm of *Bijleveldt*, I see that your honor has it worked by one farm hand and one negro, which may well be done and it still yield profit. In case the old mare has not died and is unfit for work, she may be kept for breeding. This farm is very destitute of horses and has had too much ill luck but is still well provided with cattle. Calves might be raised on this farm and then sent up the river. If two horses and two cows were left, the land could be well enough worked with them (that is, what has been cultivated before) or outside help could be obtained.

As to the farm of *Notelman*, I have practically possession of that also for the following reasons; in the first place, by virtue of the right of *Gerrit de Reux* who rented it as the other farmers; he has had the use of it and paid the first instalment of 100 guilders and ceded all his rights to me according to the enclosed deed No.11.

Further I bought of him all his surplus cattle, [later giving] an additional consideration of f50 for a cow in place of a heifer, and have paid him for the same, according to the enclosed bill of sale and receipt No. 12, so that now all the animals that remain, and about which there can be any question, are those that properly belong to the farm, to wit: 4 mares with colt, 4 cows, 2 heifers (instead thereof he delivered 5 cows and 1 heifer, for which I gave him an additional f50), 4 hogs, there still remaining for the Company to deliver 2 hogs. In place of 6 sheep which he was to leave for me on the farm, he paid *Notelman* f60 cash, all shown by the receipt and account herewith enclosed as No. 13.

The agreement made with *Notelman* is that I shall keep for myself all the animals belonging to the farm as well as the surplus of the same, but he is permitted to retain the farm for himself and work it with other animals, such as he may buy elsewhere — see his letter of January 15, 1632, enclosed here No. 14, which your honor will please send back to me — so that the animals belong to me and the farm to him. With regard to the animals which he received thereon, he must account for them and for those bred from them; and since he has made use of the same in his own service (although he suffered much loss which I can not help), he must give me satisfaction therefor. The number that he received can be found in No. 12 and No. 13.

In Oct. 1631, belonging to the farm
- 4 mares, 3 of those first sent, one of those last sent, all with foal
- 5 cows, 3 of those sent, 2 four year olds raised, with calf
- 1 heifer, May 1632, two years old
- 6 hogs, 2 of 1 year, 2 of ½ year, 2 that the Company has yet to deliver
- 6 sheep, for which *Notelman*[24] paid him f60 cash

not belonging to the farm
- 2 heifers
- 1 young steer
- 1 stallion colt

This, with those bred since October 1631, is all that I can claim from him; and according to what I hear, the farm is not well provided, so that they can not deliver the old number. This will turn out badly. He has used both the farm and the animals and treated the horses very badly, so that they have died. On the other hand I must pay 100 guilders yearly, *Reux* having paid for one year. And then there are coming to me the wagons, plows and whatever was sold with the animals by the Company. Now to make out the account, there must first be deducted such of the aforesaid animals as he has delivered to me. Then he must be paid f100 a year, there being due to me in return the f60 received for the sheep.

Further [must be counted] what the wagons, plows, etc., that are now there, may be worth more or less than they were at the time [he received them].

As to the delivery of butter and grain to the Company, that comes from the land and off the farm and not from the animals.

Again, the animals of the foregoing number which are still left [on the farm] must also be turned over and delivered to me, giving me a reasonable remuneration for their work and increase in age.

As to the rest, those which have died, there comes the dispute that, deducting those which he has delivered, he ought first of all to make the [number of animals on the] farm complete just as he received it; all that then remains is that I maintain that the increase should be greater than the loss by death, that is, from ordinary causes and not from misuse. And in this way we shall be able to settle with each other, but otherwise not.

The Company will also claim the two horses and two cows, which must be delivered to them, or at least their cash equivalent, and it must therefore be considered whether *Notelman* has fared well or

[24] This should probably be *de Reux*.

ill on the farm. If he has prospered, he can not refuse to make good my loss and to deliver the full number of all the animals with a reasonable amount of offspring. If your honor can not make terms with him, let him in my behalf put the farm in your hands and above all take care that he shall devise some means to complete the number [of animals] required and make an estimate of the grain and implements that are on the farm. We may then try to do business here; but I prefer to have it done there, for here I would not get much from him. This being done, your honor can issue an order in my name, that his farm and that of *Bijlevelt* shall be worked in my interest by a foreman and a boy or a negro and the animals which can be dispensed with may be sent up the river. Since the land is overworked and poor, I have proposed to the lords commissioners to let it lie fallow for some years, leaving there some foals and calves, which by that time will attain their growth, and in the meantime to pay the rent as before and to deliver as much of my grain at the market price as my neighbors do. They found this not unreasonable, but said that the manure must stay on the farm, to which I replied that it was better for the land to lie fallow than to put the manure on and take it out twice over by farming, but that the young beasts should stay on it. So if they do not write to your honor about it, you can arrange with the council that the Company's interests shall not be prejudiced and that I may do with my own as seems to me most expedient. It may be that the farm of *Notelman* is in such a bad condition that I must reject it, then I must have back again the f100 I paid on account of the first instalment, also [return] the surplus animals bought from *Gerrit de Reux* and let *Notelman* do with them as he pleases. Yet I think it very advisable to hold on to the farm if it can in any way be done with profit or even appearance of profit. It will be of service to me, in that I can in time set a man over it, who could take charge of my affairs at the *Manhatas* and in the council, which will be most necessary in case they should recall your honor. Therefore do not let the farm go.

Your honor writes indeed in general that the increase [of animals] has been good, but not how many nor where they are. I have not been able to get the information from the Company and now it is too late to make request for it; be so kind as to do as much as this with the assistance of *Jacob Planck* and compare the invoice of the animals bought from *Minuict, Bijlevelt* and *de Reux,*

with the animals on the two farms of *Nottelman* and *Bijlevelt*, deducting those that have died, adding the increase and where they are, and keeping a list and account of this in future. The exchange of the three young horses bought from *Minuit* at f120 for an old mare, valued also at f120, about which your honor writes me, must in no wise go through, for I am too well provided with old horses. I would rather have young ones; and if I should have two less than otherwise it would also be to my injury in respect to the contract made with Mr *Paauw*. I hear also that the mare which your honor would give me in exchange is very old indeed. Rather than lose these three horses, for I suppose your honor has kept them, I would pay your honor twice, yes, three times over for their keep. I am surprised that you propose this to me, as it conflicts directly with the memorandum given to your honor, where I have written on the margin, N. B. 1 stallion, thrown in 1630, bought from *Minuit;* this was to be for your honor provided you gave me for it some colts, thrown in May 1632, from which it is plain that I would rather have colts than horses considering their prices, for I can raise them at small expense, having grass enough in the summer and in the winter hay for only the work [of getting it in]. Also your honor writes that on the farm of *Minuit* one cow has died and another has been bitten by a snake and has died also. I can not quite understand whether those that have died belonged to the general stock of the farm or to my own cattle, since these were not separated but were in the common herd when I bought them for your honor and myself from *Minuit*. It seems therefore that we should share the risk of loss by death, as well as the profits of the increase, unless your honor take the position (which I do not know) that the animals belonging to the farm were recognizable and the surplus, sold to me, also recognizable, and that of my recognizable cattle the aforesaid two have died. I have dwelt on this question so long because it will prejudice me in the contract of half and half made with Mr *Paauw*. Therefore do me the favor to leave me my three young horses, and by substituting others for the two dead cattle let me keep the same number that I bought. I am willing to pay your honor as much money as you shall wish for their keep and the loss by death, for I must have cattle, all the more because I bought them for my colony and made the contract with Mr *Paauw* chiefly on your account, so as not to have him against you. You can have no idea how he can hinder or help you; I notice it [by comparing] how it was before, and how it is now since

the contract. I may not write here all I know about it, since we are now agreed. It is not well to have him for an opponent; he is too clever.

With these three horses and two cows and some from the farms of *Noottelman and Bijlevelt,* I can establish a third farm in my colony, since there are cattle enough up there to provide two farms. I made a contract for this with *Hendrick Conduit,* whom they call *Swager,*[25] but he repented of the bargain and has escaped me; I send your honor a copy of this contract enclosed under No. D, given to *Jacob Planck,* who will show it to your honor. In place of this *Hendrick Conduict,* I can employ a person from your honor's farm about whom your honor and also he himself wrote me, since herewith are going three farm hands whom your father has hired for you, according to the enclosed contract No. 15, so that your honor can probably do without him. I will give him the same terms that *Hendrick* had. He may build the farm house on the place appointed or near Fort Orange. I have also hired a carpenter,[26] who is also a mason and understands farming. But he has not put in an appearance and the last lighter sails at noon today. There are still farm hands over there in the country who were transported at my expense. They must serve me when I want them. In case *Roeloff Jansz* satisfies your honor and your foreman remains, you may give him the third farm, before named, on the same terms as *Hendrick Conduit.*

Furthermore, regarding *Wulffert Gerritsse* or his son, who are very willing to go up the river, your honor can arrange with them to use half or two thirds of Castle Island (which contains 136 morgens) since I neither can nor may pass by *Brandt Pieten,* who lives with *Rutger Hendricksen* and has brought his farm into good condition and I have no reason to displace him.

I find it every way advisable to deal with *Wulffert* or his son, as I have also said to *Jacob Planck;* and see to it that you pay him for his cattle out of the indemnity of the *Maquaas* skins, since the Company can lay no claim to these or at the most claim no more than the duty of one guilder per skin. And in case your honor or *Jacob Planck* can not entirely agree with him, let it go until our meeting, as he intends to come home, telling him that we will certainly come to an agreement with each other here. I should like to have his cattle as if they were excepted from the contract with

[25] *Swager,* at the present day, means brother in law; in 17th century Dutch, it is frequently used in the sense of son in law.

[26] Cornelis Teunisz van Breuckelen.

Mr *Paauw*. If he used half of the 136 morgens, it would be 68 morgens; the ⅔ are over 90 morgens. That is quite enough for farm and pasture land; the hay they would have to get from outside the island, from the mainland or from the upper islands. I shall hardly have time to write to *Wulffert*. Do what your honor can and do not give up dealing with him, in order that I may obtain the cattle.

Your honor recommends *Brant Aartsen*[27] to me. That would have been well had I known how things stood with my cattle which I feared were dead, but now it is too late; therefore I have agreed for the present with *Jacob Planck*, according to contract No. 16 here enclosed, which your honor will please preserve, since he has a duplicate of it. Please to administer the oath to him as officer and have him select at least three schepens, who shall take the oath before him; then he can convene them and hold court. For this I have given him two books, namely, *Damhouwer* on Criminal procedure and the *Ars Notariatus*. But I am disappointed in him; there is not as much in him as I thought. However, I have engaged him; I hope that he will turn out better. It is best that he should not have a large salary and should go at his own expense. Your honor must give him some instructions and cause him to make careful notes of the farms of *Notelman* and *Bijlevelt* and also of the cattle, and let him settle with the people, but subject to my approval, since some have received money here.

N. B. I find by the Company's books that I am charged for much provisions and merchandise, which my people are said to have obtained. If they go on in this way they will soon eat me up. Some are there at my expense as to board, others not, so that a distinction must be made. I wish that henceforth none of my people shall at their own request receive a stiver's worth from the Company and have it charged to my account. But those who want anything may apply to *Jacob Planck*, the officer, and let him apply to your honor or the respective *commiesen*, who can give him what he needs upon receipt, so that I may know how the matter stands. I see that *Rocloff Janssen* has grossly run up my account in drawing provisions, yes, practically the full allowance [even] when there was [enough in] stock.[27a] I think that his wife, mother and sister and others must have given things away, which can not be allowed. He complains that your honor has dismissed him from the farm and your honor

[27] *Brant Aertsen van den Slichtenhorst*, who later plays an important part in the history of the colony. N. DE R.

[27a] *Jae genoechsaem t'volle rantsoen alsser voorraet geweest is.*

writes me that he wanted to leave it. As to the wagons, plows, etc., which are needed on my farm, and also on yours and those of *Wolffert Gerritsen* and others on the *Manhatans,* employ my wagon maker *Lubbert Gijsbertssen;* he can send them down on sloops or he can come down for a time in order to make them at the Manhatans. *Jan Evertsz Bout* is going thither also; he has offered me his services, but the shirt is nearer to me than the coat. Mr *Paauw* requests that your honor will keep on good terms with *Cornelis van Voorst* and that your honor will help him as much as can be done without damage to the Company so that these local dissensions[28] may finally cease. I trust that the instructions which are to be issued through the efforts of Mr *Coenracts* will not be conceived in such hostile spirit[29] [toward the patroons] as the preceding.

The 51 whole and 14 half beaver skins coming from my colony, have been handed to me, although with protest. I hope that the patroons by [the time] the next [ship sails] will have the free trade in furs, even [in exchange] for merchandise, unless some restrictions are added. Their High Mightinesses have appointed to settle this question Messrs *Arnhem, Weede* and *Donck,* who well understand the rights of the colonies and the population and that the first adventurers ought to be favored in order to tempt others to follow. We find it not advisable to enter on this before the departure of this ship; but as soon as it has sailed, we shall come to it (God willing) and vigorously attack the management of *Vogelaer.*

Please take charge of any grain raised in my colony for which *Iacob Planck* has no use, and deliver it to the Company. I hope however that he will be able to use it all for brandy-making and beer-brewing, if he only understands the business. I have had him examined by *Claes Claess*". He requests that your honor will at my charge provide him with a comfortable little boat so that he can sail to and fro, which will be a favor to me as will all that may be further granted to my advantage.

Regarding the grass and grain scythes which *Gerrit de Reux* delivered by my order to Mr *Paauw,* I have no memorandum thereof; let *Reux* give me an explanation, since Mr *Paauw* also knows nothing about it but says that *Cornelis van Voorst* himself delivered such things to *Reux.* I am surprised that *Marijn* can not raise any tobacco. He can not understand it rightly or must have taken up too much land which he has not cleared well or not sufficiently

[28] *inlandsche oorlogen;* literally, inland wars.

[29] *niet met sulcken passie zullen vermenght sijn;* literally, will not be mixed with such passion.

spaded and broken up. If I had a supply of brandy and were provided with a sloop, he would do for a skipper to cruise along the coasts of New Netherland and the adjacent settlements and sell it according to the Freedoms to our people, the savages and others, at places where the Company has no *commis* for furs as beavers, otters, etc., and at all places for seawan or for money, as is allowed everywhere by the aforesaid Freedoms.

Mr *Paauw* and I have been busy trying to send over a ship with young cattle, but as they demanded too much, and I did not know how matters stood in my colony, and we were not yet quite settled with the Company, we have let it rest. We also intended to send over carpenters. Regarding the brickkiln, I can not yet say much; at any rate I must be paid for the clay of which the former bricks were made, as it was from my land; of which I have here notified the Company and also *Crol*.

I wish that the remaining little islands and also the land that is on the east side of the river and belongs to the *Mahycans*, had been bought also. Be pleased therein to do your best, and give *Jacob Planck* instructions what to do. If the savages make a sale, let the transfer be made before my officer and the court of Rensselaerswyck, using the form that Mr *Paauw* is now sending over to *Cornelis van Voorst*. Ask him to give your honor a copy of it, only changing in it *mutatis mutandis* the names of the officers and colonies: he calls *Cornelis van Voorst* his chief officer,[20a] and I desire for my own reasons that *Jacob Planck* shall as yet not be otherwise entitled than as officer. N. B. Do not fail to get a copy of this form from *van Voorst* and give *Jacob Planck* a copy, not like that which *van Voorst* has, but changed as it must be for *Jacob Planck*. I fear I shall hardly have time to write out the instructions for *Jacob Planck*, as the lighter is ready to sail. Your honor can give him as many extracts from this letter as he needs, and also from the previous instructions I gave your honor for *Rutger Hendrickss*n, adding to them what seems best to you and ordering him in my name to act accordingly. If you do not possess the books of *Damhouwer* and the other, be sure to read these copies freely, since the court of Amsterdam generally follows this author, and recommend this also to *Jacob Planck*. As to clover seed, I would have sent some to your honor, but mine is on the way from Italy, shipped from Venice, and here there is little for sale and it is extremely dear,

[20a] *hoofd officier*; the term used in former days to distinguish the public prosecutor of a court having full criminal jurisdiction from the *officier*, or prosecutor, of a local court which had civil and limited criminal jurisdiction only.

besides being good for nothing since very little has come up from the last at *Craloo*.[30] If another ship follows, and *den Walvis* has lain ready for seven months, I shall provide your honor with it. The confraters, however, will not send out the ship if they can not obtain the freedom of the fur trade.

I am well aware of the advantages of the Fresh River. I have also spoken to *Dompselaer* about it, but every one is afraid on account of the disputes and opposition that arise. *Blommaert* long ago registered his colony there; we may see how it will turn out after the decision of the States [General]. Some years have elapsed as a result of these disputes, so that the four years[31] should not be counted to begin till after the aforesaid decision has been given and all disputes settled. It is bad that the English are beginning to get a foothold there. But Mr *Vogelaer* does not worry much about this, I think, since he says he would rather be bitten by strange dogs than by his own.

The prices which the English ask for their cattle are not at all reasonable. I should think it quite unadvisable to pay any way near so high a price, for I notice that they are very apt to die and then the money is lost; let us keep to those which are to be found in the country or which we send from here. I have heard here that Captain *Stoon*[32] has been killed by the savages.

There is much to criticize in the bill of *Wulffert Gerritsz*, therefore refer him to me. He can not claim monthly wages when he is not in my colony, according to the copy of his instructions, No. 17. When he comes here, we will settle in all fairness.

I have paid f50 to the wife of *Laurens Laurensz*[n], but I do not know how much is still owing to him. He bargained for no wages; all I have to do is to provide his board, or in place of board, pay

[30] The patroon's estate, *Crailo*, literally Crows-wood, in *Gooiland*, near *Huizen*. It lies a short distance from the railway station of *Naarden-Bussum*, and has been well kept up for many years by its owner, a prominent Amsterdam merchant. The patroon's energy and perseverance transformed a sandy tract into a fine estate, traversed by long avenues of beeches and firs, with groves of oaks. The picture gallery of the present owner stands on the site of the patroon's house. The estate is now subdivided, and the two villa-parks, *Crailo* and *Loo*, will soon be the most attractive of the environs of Amsterdam. S. DE L. v R. S.

[31] Period of time within which the patroons were required to plant a colony of 50 souls, according to art. 3 of the Freedoms and Exemptions.

[32] "The 8th [of June 1639], in the morning, took our leave and went up the [Fresh] River and having proceeded about a league, we met between two high steep points some savages, in canoes, who had on English clothes and among them was one who had on a red scarlet mantle. I inquired how he came by the mantle; but they had some time ago killed one *Capiteyns Soon* [Captain Stone] and his men in a small bark, from whom they obtained these clothes. This was the captain of whom I spoke in my first voyage to America, whose vessel was placed in such distress that they ate one another and who finally lost his life here by the savages." De Vries, *Korte Historiael*, p. 149–50.

him f100 yearly, while I have half of all that he earns. And I have no account of what he has done or has earned. He is also responsible for the other two and for the advance money that I gave to *Andries Christenssen,* who ran away.

I have told them I will give no more money before I have an accounting. Enclosed is his contract under No. 18. Herein is enclosed a letter from Mr *Bloemaert,* No. 19, about the goods left with your honor by *David Pietersse* and *Jan Tjepkens,*[33] skipper of *'t Eeckhorntgen.* Be pleased to advise him what there is about this, and if there is any of it yet unsold that *Jacob Planck* or my people may need, let him have it upon giving his receipt. The goods which I am now sending with him, according to the invoice under No. E, I brought into the Company's warehouse and they were packed there by their own people in order to be subjected to no more openings or inspection, since Mr *Paauw* had a great dispute over their wishing to unpack his goods which were already packed; they released him from this, however, but it must be done on arriving in the country, which will not be the case with mine. I see also what cattle your honor has sent up the river. I hope that since then you have also sent some horses, etc., thither and that the third farm will have been established before the arrival of this letter and that now the fourth can be started, which I have promised to *Lubbert Ghijsbertss",* the wheelwright, according to contract No. F, herewith sent by *Jacob Planck.* I fear that you will lack farm hands. Those that came over with *Reux* and cost me a great deal you might try to get hold of again, wherever they may be, according to the nineteenth article of the Freedoms, of which I send your honor a printed copy under No. 20. The servants of *Roeloff Janssen* were engaged for four years from the time they came to the country, that is to say, to my colony, so that it is a question whether their time will be up or not; you might contract with them for one year more. There will no doubt be some excuse for making them stay one year more, even if an increase had to be given them.

I thank your honor for the young deer sent me by *de Soutbergh;* it died on the way, so it seems that I am unlucky with animals on the sea, since I lost my calves also.

I have done my best to get a servant for your honor. So has your father. First we had the sons of *Geertgen Michiels* at *Amers-*

[33] Probably the same as Jan Tiepkesz Schellinger, the skipper of the Rensselaerswyck, which sailed Sept. 25, 1636. See log of that vessel printed on p. 355–89 of this work.

foort, who decided not to go; afterwards *Jehan de Wael,* who sails for Pernambuco; and now finally another who, your father thinks, is too troublesome since he was very rebellious during the Easter holidays. We will postpone it till further advice. If your honor could get a good English servant, those people are alert, respectful and obedient.

In case of the Company ordering *Hunthum* to come to the *Manhatans,* which I do not expect, present your affidavits to the council which can declare him incompetent and must make him retract his statements.[34] Your honor can readily justify this action on the ground that the Company has had no knowledge of these slanders and this abusive language and if he still continues his mischief, since the magpie can not cease its hopping, send him home by resolution of the council. Some will vigorously protest against it, others will laugh and say that he only gets his deserts. But there must be reasons and no greater reasons can be found than that the savages are his enemies, especially if the slaughter of the cattle happened because of him; also that he can not speak the language; further if he has obtained but few furs, about which he boasted that he would do so much; and whatever else serves the purpose.

Coming to yours of September 14, sent by way of New England, I will persuade our confraters to give your honor a good reward, in case we receive the indemnity of 275 beavers. If they pay in seawan, it must be exchanged for beavers and sent here by the next ship under a proper bill of lading. If your honor can trade any of them so as to obtain animals from *Wulfert Gerritsz.,* do so, also for other animals. But half of this would belong to Mr *Paauw* and he would have to pay half.

I still can not allow anything else than that there must be not two only but three farms on West Island, each of which would have more than 40 morgens of land. They must draw their hay from another island. But if *Wulffert* or his son came, I would rent to them 80 or 90 morgens on half shares, according to the contract with *Hendrick Conduit* under No. D aforesaid, or on such terms as your honor can agree on with him subject to my approval. The farmers want a great deal of land, then they can take the best and let the rest lie fallow; whereas I am looking for many people in order to increase my number. Think that *Rensselaer* has not even 20 morgens of cultivated farm land, at least not much more; and what a fine farm that is. If a farmer therefore has 20 morgens of

[34] *ende op sijnen mont sal moeten cloppen.*

farm land near his house and pasture land and hay fields besides he can easily make his living. So that there could easily be six farms on the island. This must come gradually as more cattle and people come; which you must bear in mind in making the contract with *Wulffert Gerritss*[n]. Then act with caution. Only see that you buy his cattle on the most reasonable terms, for that is of the highest importance to me. I will send people enough hereafter if only I have cattle.

Your proposition to start a farm near Fort Orange is good, on the conditions as stated. But so long as *Vogelaer* is on the commission, there can be no dealings with the Company. Let my [officer] *Jacob Planck* talk it over some time with *Hunthum* and see what he thinks of it, whether he will take it upon himself; if not, whether he will favorably recommend it to the Company; and try him in this way. And if he refuses to consider it at all, make a note of it, since it would serve the interests of the Company and their fort would be better guarded and at less expense, as the people could do double work watching the fort at night and working by day and I would pay the Company or the Company could pay me part of the expenses. Do not fail to have *Jacob Planck* request this of him in writing, that he may take action thereupon, and if he write to your honor and the council about it, keep cool, else they would lay it to your charge that you had urged it, and this must not be. For no matter how favorable it is to the Company, if the patroons get profit from it, it must be rejected. They would rather suffer loss than that the patroons should prosper. An exceedingly bad disposition. The horses of *Wulfert Gerritss* could be used on this farm and his son could live there. *Marijn* or *Roelof* with their wives could guard the house and cattle at night.

If I have time I will write a short letter to *Martten Gerritsen, Corler* and *Nootelman,* also to *Wulffert.* If not, they must be satisfied with what I write to you. The wind is blowing strongly so that the lighter can not get off, else it would leave at once.

This letter I send separately by *Jacob Planck,* and the documents herein mentioned, from No. 1 to No. 20, in another packet, also separately, by the same *Planck;* also my remonstrance (under No. 21) which I presented to the Assembly of the XIX, copied by your brother *Hendrick;* also No. 22, being a letter written by Domine *Badius* to the minister there, Domine *Euerhardus Bogardus;* No. 23, a letter from your honor's father; No. 24, one from *Thomas van Wely.* As to whatever else is to be done in my affairs

I urge your honor to seek therein my greatest advantage, in which I have confidence in you; and whatever I may have forgotten, be sure to supply it. I will do the same for your honor. I hope with the return of the ship *d'Eendracht* to receive particular information from your honor and the punctual reply to the contents of these. Wherewith closing, etc.

Vale.

Memorandum of the engagement of Hendrick Carstensz van Norden as farm laborer[35]

April 26, 1634

1634, this day, the 26th of April, engaged as farm laborer to serve *henrick Conduit* or some one else on my farm for the period of four years, commencing with his arrival in that country and to do willingly and diligently all kinds of farm work or whatever may be assigned to him, on the same conditions as other farm laborers are bound to observe.

Henrick Carstenssz van Nooden,[36] 20 years old, has done farm work. Shall receive 10 rix-dollars a year and as a present for his passage, both going and returning, two rix-dollars, which have been paid to him at once. In witness of the truth *henrick Carstenssz* has hereunder set his mark. Done as above.

[signed] the mark X of *henrick Corstenssz*

2 rixd. f5

Kiliaen van Rensselaer to Coenraet Notelman[37]

April 27, 1634

Coenraet Noottelman, in New Netherland, 27 April 1634:

I find myself with your favor of the 9th of May 1633 sent by *den Walvis,* that of the 21st of July by *den Soutberch,* and that of the 18th of March by *de goede hoope,* to which I shall reply briefly, for two reasons. First, because the lighter will sail in a moment; secondly because you are coming home, as another officer

[35] *V. R. B. Mss, Letter Book,* f.31b.

[36] Should be *Norden,* in East Friesland, which city, like the neighboring Emden, became during the Spanish persecutions a refuge for many people from the northern provinces of the Netherlands. See p. 263, 311.

[37] *V. R. B. Mss, Letter Book,* f.75.

goes thither. I am very glad to see that you are on good terms with my nephew *Wouter van Twiller,* director there; hope that you will continue thus to the last as there have been many false tongues and pens which have defamed him by gross lies. The skipper of *de Goedehoope* has not been to see me; the money which you remitted, I paid to my brother in law, *Johannes van Weelen,* who handed it to your wife, but the f165 I have thus far not been able to obtain as the directors of *groeningen*[38] are very particular because you have sent no receipt. I have written several letters about it, also spoken of it to some directors, but they say that it establishes a bad precedent to pay any money on the mere statement of the *commis.* You should have kept an account thereof and sent it to me here, for not having this I can not claim anything. When you come home, you must bring with you an authentic account thereof or the declaration of somebody who knows what you have furnished for the f165; *Tyaerdt brongers* makes such a statement, but they will not accept it on his authority. The tobacco, my brother in law has after very long delay been able to receive only under bond and he has sold the same and been obliged to pay out of it the amount which your account was short; this by way of information. As to the animals from the farm of *Gerrit de Reus* which you have used so long and instead of increasing you have worn out and decreased, I order my officer, *jacob planck,* to negotiate with you concerning them as is just; commend him to the director. First, you ought to return the full number which you received, and as to the increase which I ought to have had as from other farms, you may see what agreement you can make in compensation for the f100 which you pay the Company on the decision of the council in New Netherland; but with the sayings of *Reumunde* I have nothing to do. The animals belonged to *Gerrit de reux* by purchase and he could sell which he wanted, as they ordered him home before the time. I shall protest to the council there as well as to the directors here against the damage which I suffer there, but that does not concern you. What concerns you and me, is that the animals which you have used belong to me and respecting this we must come to some agreement, but my loss because of their detention by the Company or by *Crol,* I shall certainly recover from the Company. This by way of information. I thank you for the report of my colony, by which you have done me a great kindness; I shall repay it with gratitude. It is a pity that there are not more animals

[38] Same as Groningen, or Stadt en Landen.

where there is such beautiful land. That the directors have said this and that to *reumunde* is all talk and does not matter here. They could sell their animals but once, which they have done, and having sold them they have no further power over *reux* and *bylvelt*, who would no doubt have served out their years but that they ordered them home and would not allow them to return. The Company can take away their farms which they have leased for six years, but the animals which they sold they can not take away again from any one without his consent.

I do not write thus to accuse you but to accuse the Company and in order that you may help me recover my loss from the Company and that I may send the animals up the river at last.

Protest of Kiliaen van Rensselaer to the West India Company on account of the detention of the animals of Gerrit Theusz de Reux and Pieter Bijlvelt[39]

April 27, 1634

TRANSLATED BY MRS ALAN H. STRONG

Notice served on the directors of the West India Company by Notary Justus van de Ven in the name of Kiliaen van Rensselaer, April 27, 1634

Mr *Kiliaen van Rensselaer*, as patroon of his colony named Rensselaerswyck lying on the North River of New Netherland, notifies the lords directors of the Chartered West India Company, Chamber of this city, that a certain contract was entered into between their honors and various farmers according to the conditions signed by both sides on January 8, 1630, by which your honors sold and granted to each of the aforesaid contracting parties, being six in number, four horses, four cows, with their foals and calves, besides two heifers, six sheep, six hogs, also wagons, plows and like implements, on condition that they should pay therefor the sum of 600 guilders in six instalments; including also two horses of three years, two cows of two years, three sheep and three hogs, as soon as the people should have bred the same above the aforesaid number. Further, to each of the aforesaid farmers was leased and appointed a suitable farm, provided with house, hay barrack and

[39] The original of this document was not among the *Van Rensselaer Bowier Mss* when placed in the hands of the present editor. It is printed in Dutch in *Oud Holland*, 1890, 8:72–73, as Appendix C to Mr de Roever's articles on the colony of Rensselaerswyck.

barn, with about 50 morgens of land, for the term of six years, beginning the first of May 1630, on such conditions and rent as are further mentioned in the aforesaid contract.

Now thus it is, that *Gerrit Mattheusz. de Reux*, as purchaser of a portion of the aforesaid animals and tenant of farm No. 2, and *Pieter Pietersz. Bijlevelt*, likewise purchaser and tenant of farm No. 3, having paid their first instalment and the first year's rent, were shortly afterward, to their great injury and prejudice, summoned home by your honors and coming here were prevented from again returning thither in order to further improve the farms they had rented and which had been of great expense to them during the first year. Being deprived thereof and much alarmed because they could find no one who would take over the animals with the farms, they were obliged to abandon the farms and sell their animals to the complainant, who also bought the same from them for the sake of his above mentioned colony, undertaking to make the further payments and to deliver over the increase as he obtained it.

Following such purchase the complainant ordered *Wolffert Geritsz*, then his *commis* at the *Manhatans* to send all these animals at the first opportunity to his colony, which was hindered by Director *Bastiaen Jansz Crol* because he thought it unadvisable to deprive the farms of animals; these, however, were not in the least attached thereto, save only for the aforesaid time of six years, during which time the vendors would not have thought of selling them if they had not been called home and prevented from sailing thither again, or if they could have found buyers who would have taken the same with the farms. Being defeated in all these plans, they were obliged to sell them to the complainant and as he is greatly injured by this delay and the number instead of increasing is daily diminishing (since they are used, not by the complainant's farmers whom he had thereto appointed in his colony, but by others, and he must let his people run idle at his expense or be forced to discharge them with injury and loss, in addition to the charges which he had to pay for their transportation, about which he was forced to make public complaint in his remonstrance delivered to the Assembly of the XIX), and as it is better to provide for redress before the injury grows greater, therefore,— etc.

[He summons them to cause the animals to be delivered and in case of refusal will hold them responsible for his loss.

The notice was handed to Mr *Arnoult v. Liebergen*, director.

The notary went the following day to receive the answer. The president, Mr *Haringhock,* said that they had spoken that morning with the complainant and that they had given him provisional satisfaction; that he was to write a letter which the directors would send with their letters and that the difference would be referred for final decision to the director of the Company in New Netherland.

All this *van Rensselaer* confirmed to the notary.]

N. DE R.

Instructions to Jacob Albertsz Planck, schout[40]

April 27, 1634

Instructions prepared and issued by *Kiliaen van Rensselaer* as patroon of his colony called Rensselaerswyck for *Iacob Albertsz planck,* in the capacity of officer of the aforesaid colony, according to which he must faithfully govern himself, this 25th of April, in Amsterdam.

When he arrives on board ship he shall take good care that the goods sent with him according to invoice herewith enclosed under letter E be properly loaded and receive suitable places where they may be kept dry and in good condition, and in case the barrels are too large, so that they can not be stowed in the ship, he shall use the bags which have been given him and put the malt therein.

Also, that the men who sail in my service according to the memorandum, may be provided with proper quarters.

As soon as the ship with God's help gets ready to put out to sea, he shall prepare a list of the men who sail for my account and send the same to me with notice whether the goods have come on board in good condition.

He shall not neglect at every opportunity which offers on the way to advise me of what happens.

On his arrival by God's mercy in New Netherland, he shall give my greetings to Director *Wouter van Twiller,* hand him the letters and memoranda entrusted to him, and request him at the first opportunity to administer the proper oath of fidelity toward me, to him, *Jacob Albertssz Planck,* instead of to *Rutger henrickssz van Soest,* according to previous power of attorney.[41]

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[40] *V. R. B. Mss. Letter Book,* f.70b. Extract in *V. R. B. Mss* 36.

[41] *ende byde eerste occosie hem versoecken volgens myne voorgaende procuratie in plaetse van Rutger henrickssz van Soest hem Jacob Albertssz Planck afftenemen den behoorlycken Eedt van getrouwicheyt tot myner behoeve.* See note on p. 63.

Which having been done, he shall with the aforesaid director carefully consider and note what animals and tools there are to be moved up the river, before his departure taking a note also of the condition of the farms of *Noottelman* and *Bylevelt* and diligently inquiring whether any of my men have entered any one else's service in order to take them again into my service in case I should need them and they prove suitable to me.

He shall confer with Director *van Twiller* as to how many farms I can for the present establish in my colony and what sort of people may be most suitable for that purpose and, as I have no time to extend these instructions sufficiently, the aforesaid *van Twiller* will please supplement these instructions from the previous instructions given him for *Rutgert Hendricxssz van Soest* as well as by what he shall deem serviceable to me and by what I have written him in the letter, which *planck* must follow as if I had done it myself and written it with my own hand.

If any of my men need any provisions or other necessaries aside from those which I send along, they shall make the same known to the aforesaid officer *Jacob planck,* who shall make a note thereof and request the same wholesale of the *commisen* of the Company at a reasonable price, as I in return shall furnish them from what I have in stock, giving and receiving proper receipts on both sides, and of this *Jacob planck* shall make a proper distribution among my men and keep a correct account thereof, issuing nothing extravagantly but managing the whole carefully. At all events, it is my decided wish that none of my men shall privately get anything at my charge from the *commisen* of the Company, but everything by the order and management of the aforesaid *Jacob planck.*

While at the *Manhatans,* he shall with the director seek to bring about that *Wulffert Gerritssz* or his son move up the river with some animals, on reasonable terms, being willing to give him the terms of *Hendrick Conduit* according to the accompanying contract under No. D.

N. B. Further, to take care not to furnish to any one more than is due to him, but having them give me credit for the money which I have furnished and advanced them here, telling *jaspar ferlijn* what my agreement is with *Maryn Adriaenssz,* of which agreement as well as of that with him, *Iasper ferlyn,* the originals are herewith enclosed under the letters K, L, *M,* together with the receipts of what I have paid here.

As soon as possible, he shall proceed on his voyage up the river and it would be well if some animals went along too, also the goods which were sent with him from here and some suitable servants.

On his arrival there, with God's help, he shall settle on West Island, first trying to store his goods safely, then causing his house to be erected in the appointed place and further doing everything that the contract which he has entered into with me implies.

At the first opportunity he shall choose three schepens from among the fittest of my colonists, and administer to them the proper oath, so that he can hold court if need be,[42] and in order that everything may proceed in an orderly manner, I give him three books to take along, which he must keep carefully and study diligently, to wit: *Ars notariatus; Damhouwer int Crimineel;* and further, *praxcos Civilis, ofte maniere van Procederen,* under Nos. Q, R and S.

He shall take care that the men work diligently, every one according to his contract, causing the carpenter to complete the houses and build the enclosures for the animals, and in particular he shall have the poisonous weeds destroyed.

And in order that he may establish as many farms as possible in the aforesaid colony, attention shall be paid to the following.

First, the animals which Commander *Wouter van Twiller* may have bought for the aforesaid patroon, separately, before the delivery of the contract made with Mr *Paauw,* as well as his half of those which may be bought thereafter.

Then, the three young horses, to wit, two mares and one stallion bought of *Peter Minuit,* which [stallion] Director *van Twiller* would like to have exchanged for an old mare, but this can not be done as the patroon can establish a farm with the said three horses, being willing to pay *van Twiller* for their care as much as he shall wish.

Further, the animals which *Wulffert Gerritssen* or his son may bring up the river.

Finally, as many animals as he shall see fit to send up the river from farms Nos. 2 and 3, of *Gerrit de Reux* and *Bylevelt,* who bought the said animals and tools and in turn sold and delivered them to him, the patroon, absolutely, without restriction as to

[42] *Byde eerste gelegentheyt sal hij eligeren drye Schepenen de bequaemste uijt myn Volck deselve affnemende den behoorlycken Eedt op dat hy des noots sijnde de Rechtbanck kan spannen.*

term of lease, except only that the patroon has agreed to pay the balance of the purchase money to the Company and to return the number of two horses and two cows when he has them to spare. It must be noted that in the contract which the farmers have made with the Company, a copy of which is herewith enclosed under No. V, two things are to be considered: first, the sale of horses, cows, wagons, plows, etc., for the sum of f600, to be paid in six years, together with two horses, two cows, etc., to be returned when they have them to spare, which sale is final and neither may nor can be retracted without consent on both sides; secondly, a lease of the farms with the houses thereon for the term of six years and no longer, on condition of payment of the sixth sheave, the delivery of one firkin of butter and the grain to the Company, etc., at the end of which period the animals remain in the possession of the purchasers and the farms revert to the Company and each is allowed to do with his own as he sees fit, without stipulation on the part of the Company that the animals must remain at the *Manhatans*. But, as the Company has ordered *Gerrit de Reux* and *Pieter Bylevelt* home before the expiration of their term and would not permit them to return thither, they are thereby released from the terms of the lease and still have a claim on the Company for the profits which they might have made on the farms during the remaining years and for the loss which they suffered by reason of being obliged to sell their animals and tools at a low and poor price to him, *Rensselaer*, nobody at the *Manhatans* being willing to accept them; and although he, *Rensselaer*, bought the said animals with no other view and for no other purpose than to transport them to his colony, willingly agreeing to pay the Company the dues which they could claim by virtue of the sale, they have nevertheless refused to let him have the same, which loss he expects to recover according to his remonstrance delivered to the Assembly of the XIX, as the number of the said animals has not only not increased and grown, but decreased and become less; and in order that no further loss may result therefrom, *Rensselaer* requests once more that the animals and tools which still remain on the aforesaid two farms may be made free and placed at his disposal to be transported to his colony, otherwise he will hereafter seek to recover the loss which he may still incur and have to suffer in such manner as he shall see fit.

[43] These instructions broken off on account of lack of time shall

[43] Note in handwriting of Kiliaen van Rensselaer.

be completed in my name by Director *Woutter vn Twiller*. This 27th of April 1634, at Amsterdam. Underneath was written: *KVR*.

List of papers given to Jacob Albertsz Planck[44]

[*April 27, 1634*]

The following papers given to Officer *Iacob Planck* to take with him:

A B C Three extracts, one of the 19th of December 1633, one of the 27th of March 1634 from the Assembly of the XIX, and one of the 24th of November 1633 from the Chamber of Amsterdam

D Contract made with *Hendrick Conduit,* who has given it up

E Names of the persons who will now sail, with the invoice of the goods which I send by *jacob Planck* to be sold in that country

F Contract made with *Lubbert Ghysbertssz Rademaker van Blaricum*

G H Two copies of the contracts made with Mr *Michiel Paauw,* N°. 8 and 9 above

I Copy of the permit to *Pieter Pietersz*[45] to sell his animals

K L M Original contracts with *Marijn Ariaensen* and *jaspar ferlijn* and receipt for certain moneys

N Copy of the contract made with *Cornelis Teunisen van Breuckelen,* carpenter and mason

O A rough drawing of the colony of Rensselaerswyck

P Instructions given to *Jacob planck* to take with him

Q R S Three books: *Ars Notariatus, Damhouder, Maniere van Procederen*

T Abstract of payments made to my men here

V Copy of the contract with the farmers

W Protest to the Company on account of the animals of *reux* and *bylevelt,* which the notary has gone out to serve[46]

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[44] *V. P. B. Mss, Letter Book,* f. 74.

[45] Pieter Pietersz Bijlvelt.

[46] The last four items in the handwriting of Kiliaen van Rensselaer.

Kiliaen van Rensselaer to the director and council in New Netherland[47]

April 29, 1634

To the director and council of the Chartered West India Company in New Netherland

This 29th of April 1634

Honorable, prudent, very discreet gentlemen: Enclosed I send your honors a copy of the protest made in my name to the lords directors of the Chartered West India Company, Chamber of this city, demanding that they turn over to me the animals, wagons and other tools which are still on the respective farms of *gerrit de reux* and *pieter Bilevelt,* also that they repay me for the damage already suffered by reason of the detention and in case of refusal still to be suffered.

But inasmuch as the said directors have entered into further consultation with me and agreed to send the said protest with this open letter to you under cover from themselves, I hereby very kindly request you to take this matter up without delay, duly considering that neither *de Reux* nor *pieter bijlevelt* are cause of the removal of the animals before the stipulated time of six years, but the Company itself, which has summoned them home and prevented them from returning thither; for if they eject from farms belonging to the Company, they can not with reason refuse the said people the permission to take with them the animals and tools which belong to them and which, not being able to find any purchaser at the *manhatans,* they were obliged to sell to me for my colony.

I doubt not therefore but the director and council will understand this as I do, the more so as the Company will thereby not be inconvenienced in the least, as there are plenty of other animals at the *Manhatans* which the farmers according to their contracts are bound to deliver to the Company; however, if the aforesaid two farms shall be put in the same condition as the six farms were when first leased, I am willing to take one of them on the former terms. I hope that Officer *dincklagen,* who now sails thither, will take the other for himself, as thereby much damage and trouble which must otherwise necessarily result will be avoided and no one, as far as the future is concerned, will be offended. And as to what is past, if Officer *nottelman* gives me animals equal in number and

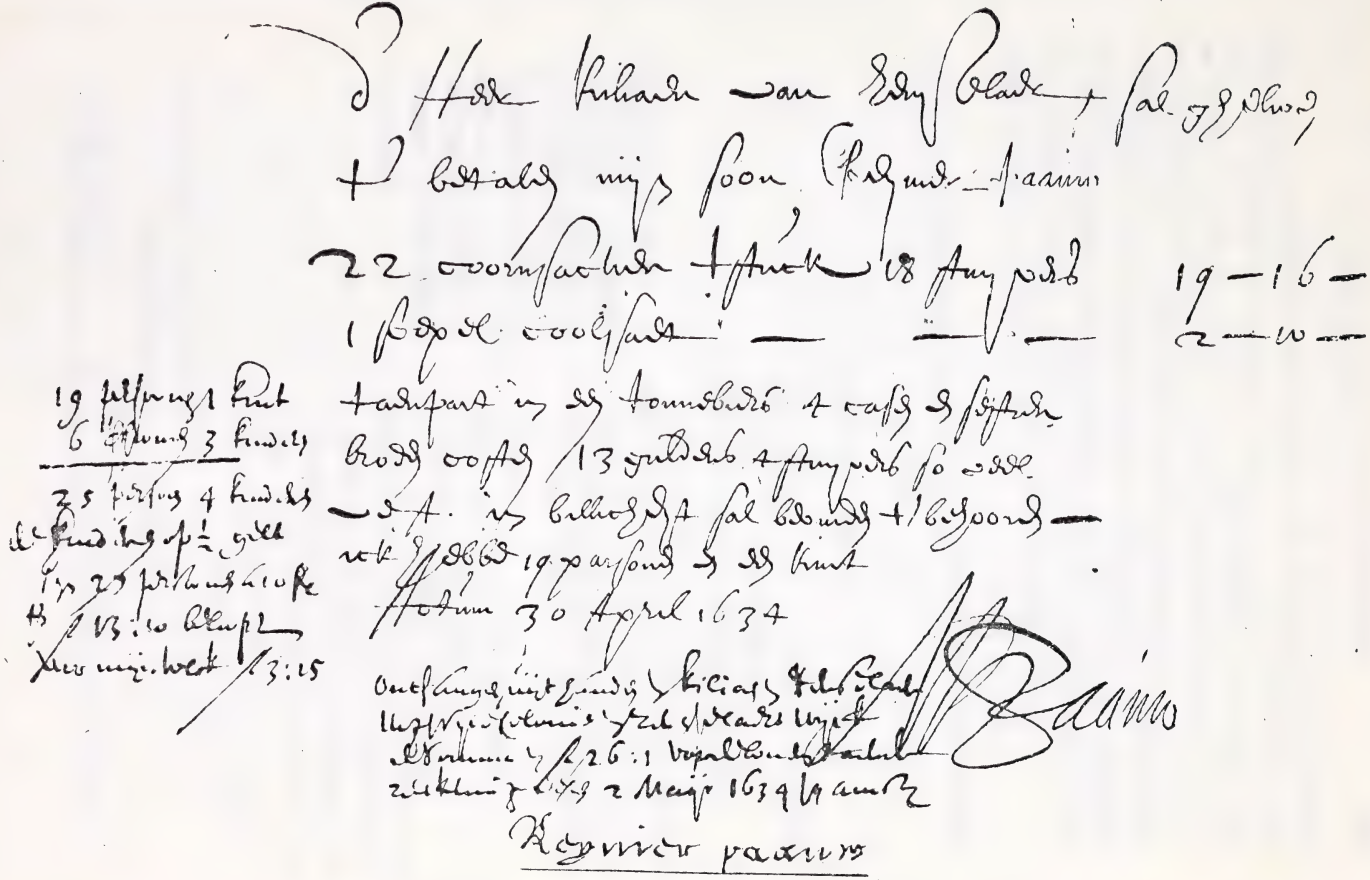
[47] *V. R. B. Mss, Letter Book,* f. 75b.

quality to those he received on the farm of *Reux,* I am willing to allow for the increase and growth by the yearly payment to the Company of f100, subject to arbitration and decision by the director and council as to who of us shall reimburse the other; and in case the same should not be decided with *nottelman* before his departure, I shall be obliged to seek redress from the Company, which has detained them through its director, *Croll.* But relying on your honor's discretion I hope that it will end in such way that nobody will be offended or curtailed in his rights, but in the opposite case this enclosed protest will serve me to maintain my good right.

And as I have proposed several other things to the lords directors which they have likewise referred to your honors, I shall make brief mention thereof.

First, as my mill in the colony, where the grain for the men of Fort Orange is ground, is of great consequence to the Company inasmuch as the Company has no other mill there and as the same is situated somewhat far from my house standing on the farm of *delaetsburgh* and could easily be damaged by the savages (to great inconvenience, especially in the winter season when the water is closed and one can not get down any more[48]) I would request that two or three persons from the garrison of Fort Orange with their arms might in turn be ordered to protect and defend the said mill, in return for which I undertake to cause a suitable guardhouse to be built at my expense in which they can defend themselves, which in any event will also serve as a good watchhouse against any attack which the savages may attempt. Secondly, to prevent as much as possible all unnecessary expenses, that five or six persons from the aforesaid garrison of Fort Orange may be permitted to work during the day on the farms which I intend to establish around the aforesaid fort and during the night be required to keep close watch, on condition that I pay their board and the Company the wages, or I the wages and the Company the board; and in this way, one hand washing the other, great unity and love may be brought about between the men of the fort and those of my colony so that they may assist each other faithfully in time of need. Thirdly, that the *commis* at Fort Orange may expressly be charged by the director and council, according to article 25 of the Freedoms of the patroons, to take all my people, houses, animals and other things under the Company's protection and defense; as I on my

[48] That is: the people can not get to New Amsterdam when the Hudson is frozen.



Order of Michiel Pauw to Kiliaen van Rensselaer, April 30, 1634
From *P. R. B. Mss* 8. Original size

side, have ordered my officer to assist the Company or its people with life and limb in all dangers that occur. Lastly, that there may be granted to me as a loan or on proper security, one of the two brew kettles which are in that country and that the *commisen* of the Company and my officer may mutually accommodate one another at moderate prices with that which one has to spare and the other needs; whereupon I shall be pleased to receive at the first opportunity your favorable resolution so far as the service of the Company will allow, and finally, pray God Almighty, etc.

Order of Michiel Pauw to Kiliaen van Rensselaer for payment of bill[49]

April 30, 1634

Mr *Kiliaen van rensselaer* will please pay my son *Reynier paauw*

22 wheat bags at 18 stivers each f19 16
1 schepel colza.....f 2 10

the share in a tun of beer, four cheeses and 16 loaves of bread, costing 13 guilders 4 stivers — so much thereof as your honor in justice shall find proper.

I have 19 persons and one child
Done 30 April 1634
[signed] *M Paauw*

Received from the hands of *Kiliaen vn Rensselaer* on account of his colony of Rensselaerswyck the sum of f26:1 for the above account, this 2d of May 1634 in Amsterdam[50]
[signed] *Reynier paauw*

19 persons 1 child
6 persons 3 children

25 persons 4 children
the children at half pay,
there are 27 persons at
10 st makes f13:10,
amounts for my share
to f3:15[50]

[Endorsed] 1634 2 May
reijnier pauw . . . f22:6

[49] *V. R. B. Mss* 8.
[50] Marginal note and form of receipt in handwriting of Kiliaen van Rensselaer.

Kiliaen van Rensselaer to Pieter Roeloffsz[51]

[*May, 1634?*]

Pieter Roeloffsen, burgomaster at *Swol*

Worthy, wise, prudent, very discreet Sir: According to the advice of our confrater, Mr *Michael Paauw,* I send you herewith the papers to be handed to the advocates, *Botgreve, Jttensum*[52] and *Tweenhuysen,* requesting your honor to be pleased to do this at the first opportunity and to procure in the speediest manner the solution of the proposed questions, as the matter will be submitted to their High Mightinesses' committee on Tuesday after Pinkster, at the Hague, whereby you will do us a singular favor which we shall not neglect to return gratefully whenever there is opportunity. Please return the documents to me, addressing your honor's letter to me, the underwritten, residing, etc., in order that they may not be lost. Wherewith ending, and *Vale.*

Kiliaen van Rensselaer to Jacob Albertsz Planck[53]

May 2, 1634

To *Jacob planck,* officer of Rensselaerswyck, at *Texell,* on the ship *d'eendracht*

2 May 1634, in Amsterdam

Enclosed I send you an open letter to the director and council in New Netherland together with the protest[54] which I thought the lords directors would have enclosed in their letter; but as they could not quite decide I send it herein under cover, to read over the contents and transmit it thus open in my name, to the director and council, requesting an answer to the points therein mentioned and, in case of refusal as to the animals, that the enclosed protest may have its course. Before you transmit the letter, copy the protest and the letter, and if the matter can in any way be equitably settled, prefer peace to trouble as I judge also that the directors will write likewise to the director and council to do what is right. If they had enclosed my writing [it would mean that] they had completely granted my request; they have therefore made difficulty about enclosing it in their letters, and the work has been impeded

[51] *V. R. B. Mss, Letter Book,* f.76b.

[52] Should probably be *Ittersum.*

[53] *V. R. B. Mss, Letter Book,* f.76. This letter is in the handwriting of Kiliaen van Rensselaer.

[54] Protest to the West India Company, April 27, 1634, printed on p. 290–92.

somewhat also because Mr *Vogelaer*[55] has resigned his commissionership[56] of New Netherland. Herewith, *vale*.

N. B. That I have also kept here a copy of the protest with the report of the notary, placed with other papers of mine which I have kept here. Memorandum.

Arbitration of accounts of Pieter Bijlvelt and Kiliaen van Rensselaer[57]

June 21, 1634

After submission of the case at issue between Mrs *bylcvelts*, plaintiff, and Mr *Kiliaen van renselaer*, she claiming the sum of 80 guilders in payment for a cow and also 50 guilders as balance of a larger amount in the matter and transfer of a farm with its appurtenances on the *Manhatas* in New Netherland, the underwritten arbiters have rendered the decision that Mr *renselaer* shall pay Mrs *Bylcvelt* the sum of 90 guilders, once, and that therewith the open account shall be liquidated and settled once and for all. In witness whereof this has been signed, 21 July[58] 1634 at Amsterdam.

[signed] *M Paauw*
Hendrick Hoochcamer

I, the underwritten, hereby acknowledge having received from the hands of *kiliaen van Rensselaer* the above stated sum of 90 guilders and thank him for the due payment of all that was still outstanding between him and my husband *pietter piettersen bijlevelt*. Done at Amsterdam this 25th of June 1634.

[signed] *gertruijt bijleveldts*

36 Rd at 50 st f90

[Endorsed] Papers of *Pieter Bijlcveldt* concerning the cattle bought of him.

1634 : 25 June
Pr: Bylcvelt . . . f90

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[55] Marcus de Vogelaer, director of the West India Company, Chamber of Amsterdam. DeLaet, *Iaerlijck Verhael*, introd.

[56] *Commischap*.

[57] *V. R. B. Mss* 10.

[58] Probably an error for 21 June 1634.

Examination of Bastiaen Jansz Krol[59]

June 30, 1634

TRANSLATED BY MRS ALAN H. STRONG

Examination of *Bastiaen Jansz Crol,* former director of New Netherland, being 39 years of age, conducted at the request of the patroons by Notary *Justus van de Ven,* at Amsterdam, the 30th of June 1634

1. In what capacity, and for how long he was in the service of the West India Company in New Netherland.

He states that he set out as comforter of the sick and made a voyage and stay of 7½ months in that country. He went out for the second time in the same capacity, and after he had been away about 15 months, he was appointed to the directorship at Fort Orange on the North River and held the same for three years. The third time he went out again as director of Fort Orange and to the best of his recollection served again for about two years. After which he was elected director general of New Netherland at Fort Amsterdam on the island *Manhates,* lying at the mouth of the aforesaid North River also named *Mauritius,* and served in this office 13 months.

2. Whether, when residing at Fort Orange, he did not hear from the chiefs of the *Maquaas* that there had formerly traded with them a certain *Hans Jorisz Hontom,* who had first for skipper *Jacob Eelkens,* whom he later employed as his supercargo.

Yes.

3. Whether a misunderstanding did not arise between himself and *Hontom,* who had taken prisoner one of the chiefs.

Yes.

4. Whether, although the ransom was paid by the chief's subjects, *Hontom,* in spite of his promise, did not emasculate the chief, hang the severed member on the stay and so killed the *Sackima.*[60]

Yes.

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[59] This document was not in the *Van Rensselaer Bowier* collection when placed in the hands of the present editor. It is printed in Dutch in *Oud Holland,* 1890, 8:287–89, as Appendix II to Mr de Roever's articles on the colony of Rensselaerswyck under the title: *Interrogatoir van Bastiaen Jansz Crol, gewezen directeur in Nieuw-Nederland, oud 39 jaren, ten verzoeke der patronen, gehouden door den notaris Justus van de Ven, te Amsterdam, den 30 Juni 1634.*

[60] Dutch for sachem, chief.

5. Whether in 1633, while he, *Crol,* was still director of New Netherland, the above named *Hans Hontom* did not come in the capacity of director of Fort Orange and councilor in New Netherland.

Yes.

6. Whether he did not see that a month after the arrival of *Hontom,* there had also arrived *Jacques Eelkens,* coming with his flute[61] from London, and whether he did not at once go up the river to Fort Orange.

Yes.

7. Whether he was not asked by his successor, the new director *van Twiller,* to go again to Fort Orange in the service of the W. I. Company, in order to prevent *Eelkens* from trading there.

Yes.

8. Whether, when he came up there, *Jacques Eelkens* was not already there and trading in a tent he had erected behind Castle Island on the mill creek.

Yes.

9. Whether the sloop of *Eelkens* was not lying directly in front of the wall of Fort Orange and trading there.

Yes.

10. Whether he [*Crol*] did not station himself with his boat in the *Maquaas-kil* above the fort, in order to cut off the *Maquaas* from reaching *Eelkens.*

Yes.

11. Whether on the following day, *Hontom* did not come to tell him that he might as well go away as he could manage the matter himself.

Yes.

12. Whether *Eelkens* did not go often to the fort and whether *Hontom* did not often eat in the tent.

Yes.

13. How long *Eelkens* traded there.

Four to five weeks.

How many skins he obtained.

About 400.

14. Whether he, when he was at Fort Orange, was not present, when *Saggodryochta,* head chief of the *Maquaas,* came, and seeing

[61] Flute; a long vessel or boat, with flat ribs or floor timbers, round behind and swelling in the middle.

Hontom, at once packed up his skins and rising up, said, "That man is a scoundrel, I will not trade with him."

Yes.

15. Whether soon afterwards, the Company's yacht *de Bever* was not burned by the savages near Fort Orange.

Yes.

16. Whether the tribe of the *Macquaas,* shortly before he left Fort Orange did not tell him, as he understood their language, that they would kill the said *Hans Jorissen Hontom* the first time they should find him alone, and whether he had not warned *Hontom* about this.

Yes.

What answer *Hontom* made thereto.

"That the *Macquaas* might do their best," or something to that effect.

17. Whether, on the 20th July, 1633, as he, *Crol,* lay ready to sail for the fatherland, a *Mahican* savage, named *Dickop,* did not come bringing the tidings to the island *Manhates,* that all the cattle in the neighborhood of Fort Orange had been killed.

Yes.

18. Whether the director *Pieter Minuict,* the predecessor of *Crol,* had not ordered *Cornelis van Vorst* to keep two of the four young cows which were with calf.

Yes.

Where this happened.

In the house of *Cornelis van Vorst* at *Pavonia,* in the presence of *Pieter Bijlevelt* and shortly before the departure of *Minuit.*

19. Whether *Andries Hudden, commis* of stores, did not also furnish a cow to *van Vorst.*

Yes.

20. Whether *Wouter van Twiller,* director, in March 1633, about 10 months after the delivery, took away these cattle from *Cornelis van Vorst.*

Yes.

For what reason?

He said he had bought them from *Minuict.*

21. Whether *van Twiller* did not give *van Vorst* three other cows in their place.

Yes.

[Signed]

Witnesses, *Egbert Jansz*
and *Johannes v.d. Hulst*

bastiaen Jansz krol

Bill of Michiel Pauw to Kiliaen van Rensselaer for his share in expenses of patroonships in New Netherland[62]

July 20, 1634

The general account of the three patroonships in New Netherland, drawn up at the Hague, amounts to f563 11
to be paid by each, ⅓.....f187 17
Mr *rensclaer* advanced ..... f 68
paid to *M paauw*..... f102 18
must still pay to the same..... f 16 19

f187 17

20 July 1634, Amsterdam

[signed] *M Paauw*

Herein is not included what is due and shall become due the notary *vander venne*

1634 the 25th of July, paid to the maid servant of Mr *Michael paauw* in the presence of *daniel vander Schelden*

6 Rd at 50 st . . . f15
Small coin[63] f 1 19

Total f16 19 as above

[signed] *daniel vander Schelden*

[Endorsed]

1634: 25 June[64] *michiel pauw* f16 19

[62] *V. R. B. Mss*, 9.
[63] *moneta*.
[64] Apparently a mistake for July.

Account of the jurisdictions, management and condition of the territories named Rensselaerswyck[65]

July 20, 1634

TRANSLATED BY MRS ALAN H. STRONG

Account of the jurisdictions, management and condition of the territories named Rensselaerswyck, situated in New Netherland on the river of the Prince Mauritius; communicated in writing upon express condition *de non praejudicando.* This 20th of July 1634

Comprising the whole district with all the lands formerly inhabited by and belonging to the free, rich and well known nation named the *Mahikans,* who had a language of their own and in the year 1625 would not give up or sell any of the aforesaid lands even at the request of the Chartered West India Company.

But since *Daniel van Krieckenbeeck,* former *commis* at Fort Orange, involved and engaged these same Manhykans in needless wars with the warlike nation of the *Maquacs,* their former friends and neighbors, they lost in the beginning their general chief named *Monnemin,* and subsequently were so hard pressed from time to time, especially by the defeat they suffered in 1629, that they resolved in the years 1630 and 1631 to sell and transfer their said lands with all their rights, jurisdiction and authority to and for the behoof of *Kiliaen van Rensselaer,* the present owner and lawful possessor of the before mentioned regions, according to the respective deeds of cession and transfer of date August 13, 1630, and May 1631.

First, the free lordship and jurisdiction named *Sanckhagag,* lying on the west side of the river, beginning from *Beeren* Island and extending up to *Smax* Island, having along the shore of the river about 210 morgens of cleared land now ready to put animals on, for raising hay and cultivating with the plow, and extending

[65] *V. R. B. Mss, Letter Book,* f.77–79b, entitled: *Narée van de gerechticheden, directie en 't wesen van de territoiren gen. Rensselaerswijck, gelegen in Nieuw-Nederlant op de reviere van d'voorst Mauritius gecommuniceert in scriptis onder expres bedinck de non praejudicando. Desen 20 July 1634.* Printed in Dutch in *Oud Holland,* 1800, 8:260–65, as Appendix E to Mr de Roever's articles on the colony of Rensselaerswyck. This important memorandum was prepared by Kiliaen van Rensselaer for the use of a committee of the Chamber of Amsterdam, which was considering the purchase of the colonies as a means of settling the disputes which had arisen between the patroons and the Company regarding the interpretation to be given to the charter of Freedoms and Exemptions.

two days' journey inland, bought from their chief *Paapsickenckas* with his accompanying councilors and co-owners, *Keraptac*, *Nankoutamhat* and *Sickenosen*. Which aforesaid and the other further to be named lordships are endowed with such prerogatives and privileges as the honorable *Michael Pauw* has stated in his declaration which, for brevity's sake, it is needless to repeat here, reference being made to this declaration for them and such other prerogatives as may especially belong to these lordships.

Secondly and thirdly, the free lordships and jurisdictions named *Petanock* and *Negagonse*, the first including all the territory to the south and north of the mill creek, comprising also the West Island, containing in all more than 240 morgens of cleared land and fertile soil, with three farms named as follows, *Renselaers-Burch*, *Welys-Burch* and *Godijns-Burch;* that of *Negagonse*, including all the lands and two parcels up to *Monnemin's* Castle containing much over 350 morgens of cleared land as above, with the following farm called *Blommaerts-Burch*, everything along the west side of the river, and inland indefinitely; bought of the respective chiefs, councilors and owners *Kottomack*, *Nawanemith*, *Abantzenee*, *Sagiskua*, *Kannamoack*.

Fourthly, the free lordship and jurisdiction named *Semeseeck*, lying on the east side of the river, bought from the aforesaid *Nawanemith*, having belonged exclusively to him; containing a watermill and farm called *de Laets-Burch* with a crystal rock and several beautiful groves, to which must be added the lands which *Paapsickennikas* at present still possesses and which are ordered to be bought, the same containing together 400 morgens of cleared land.[66]

Fifthly,[67] the islands of *Paapsickenckas* with the mainland lying on the east shore, bought by *Jacob Planck*, the 23d of April 1637, from the following chiefs and owners, *Caschot*, *Onhasenc*, *Kamkebock*, *Sickewope*, *Noscnae* and *Ochkock*, and payment made with seawan, duffels, axes, knives and other merchandise.

So that the territory of the *Mahikans*, who in their time were over 1600 strong, has all together over 1200 morgens of cleared land and far more than 16,000 morgens of mountain and valley, forest and marsh, with all kinds of game and fowl, the 1200 cleared morgens being not only fat, clayey soil of itself but yearly enriched by the overflow of high water there when the ice breaks

[66] Cf. note on p. 167.
[67] This paragraph was inserted later.

and jams. The same lies ordinarily from three to five feet above the water, according as the tide runs high or low (and yet it is fresh water) and ships of over 120 lasts can sail up there from the sea.

The lands described above having been bought, all possible diligence was applied to populate the same with Christians, to purchase animals and to send thither all kinds of tools and necessaries, namely, in the year 1630, in charge of the farm overseer *Wolffaert Gerrittsen,* besides those who deserted him:[68]

rutger hendricksen van Soest
brant peelen vander Nieckarck
beerent Iansen van esen[*en?*]
roeloff Iansen van masterlant
annetgen Jans, his wife
Sara and *trintgen roeloffs,* his daughters with another child born before in that country[69]
Claes claesen van vlecker
Iacob Goyuerttsen van Ditto
Zeeger Ianssen vander nieckarck

Besides sending 12 ewes with lamb, orders were given to buy all kinds of animals in the country there, so that the aforesaid persons had in the year 1631 established two fine farms, one on West Island, named *Rensselaersburch,* provided with a convenient dwelling, the sides and gable built up with brick, long and wide as required; in addition two hay barracks, each of five poles fifty feet high; also a barn and sheepcote and other necessaries. Eight morgens of land were plowed in the year 1632. On the 14th of April, 1633, there were to be found thereon:

6 horses, including 2 mares with foal
5 head of cattle, including 2 cows with calf
6 hogs
16 sheep
and in the same year were raised 14 morgens of fine winter wheat
2 morgens ditto rye
4 morgens of summer seed, oats, peas, etc.

[68] At this and other points of the document Mr de Roever has a footnote saying: "Here follows a part of the names of the persons already given in Appendix D." For the sake of the completeness of the document and because the Appendix D has been replaced by a different list of colonists, the names have here been restored to their proper place.

[69] *met noch een kint daertevoorn Int lant gebooren.*

The house was furnished with all kinds of farm implements and necessaries for the animals and for the comfort and support of the people and what further was needful.

The above mentioned persons further established another farm in the lordship of *Semelzeeck*, named *de Laetsburch*, on the east side of the river; but as this house was burned by accident, they built again another brick house, 80 feet long, the threshing floor 25 feet wide and the beams 12 feet high, up to the ceiling; further, a hay barrack of 4 poles, 50 feet above the ground, with barn and sheep-cote. They were also provided with a sailing vessel, etc., as mentioned above, and in the year 1632 cultivated 5 morgens of land, and in April 1633, the farm was found to contain:

6 horses, including 2 yearlings
4 head of cattle, including one ox and one bull
5 hogs
22 sheep
6 morgens winter wheat
1 ditto rye
3 ditto summer grain

Again in the year 1631, there were sent thither from here:

lourens lourenssen van coppenhaegen, millwright
berent thonissen van heyligensont
Maryn adriaensen vander Veere
lysbet thysen, his wife
a son born before in that country[70]
Jasper ferlyn vander Gouw
Jan thyerts van franicker
Cornelis maessen van buermalsen

Besides the above mentioned persons, all kinds of necessaries for man and beast were sent over, including eight heifer calves, of which seven arrived alive, also millstones, all kinds of ironwork and the like for the erection of a saw and grist-mill, tobacco planting and farming purposes; whereof is still in existence the grist-mill where grain is ground for Fort Orange and the country around.

Item, another dwelling house stands outside of Fort Orange in which *Marijn Adriaensz* is living with his family. They have prepared an enclosed plot of two morgens in which to sow tobacco.

In the year 1632, with the knowledge and consent of the Company, were bought from *Pieter Pietersz Bilevelt* and paid for:

3 horses
9 head of cattle

[70] *een Soon te Vooren daer Int Lant gebooren.*

3 bull calves and all his farming implements including wagons, plows, etc.

Ditto, bought from *Pieter Minuict* aside from the animals belonging to his farm, which he sold to the director, *Wouter van Twiller*:

3 horses
8 head of cattle and several hogs

Ditto, taken over from *Gerrit Theusen de Reux*, the animals belonging to his farm, namely:

4 horses
4 head of cattle
2 young heifers
4 sheep
4 hogs
with all the farm stock of wagons, plows, etc., needful for farming, and in addition, of the increase of animals belonging to him, also purchased,
1 stallion colt
1 young ox
2 heifers and 50 guilders consideration paid in exchange of a cow for a heifer.

In addition to this, in the aforesaid year 1632, the following persons were sent over:

Gerrit matheussen de reux
hendrick frederich van bunnick
Cornelis thonissen van meerkerck
Marcus meussen van Cuylenborch

Also two or three laborers to be engaged there from those who have served out their time, in order to establish with the aforesaid animals and their increase three farms, namely, *Weelys-Burch* on the West Island, *Godijns-Burch* near the mill creek, both in the lordship of *Petanock*, and *Blommaerts-Burch* near the fourth creek, in the lordship of *Negagonse*. All these three farms would have been established in the year 1633 but that, through a misunderstanding of Director *Bastiaen Janssen Krol* who raised the objection that he had no instructions from the lords [directors], they were detained at the *Manhatans*. However, as further advice has now come over, the said animals and implements will be sent to Rensselaerswyck, in order this present year with God's help to establish the three farms before named, which was prevented in the year 1633.

With which firm confidence, the following have been sent thither this year 1634:

Lubbert Gysberttsen van blarcom, wheelwright
Divertgen Cornelis, his wife
Gysbert, theus, and *Ian,* their three sons
Cornelis thonissen van breuckel, carpenter-mason
hendrick karstenssen van Norden
Abraham Iacobssen Planck
and as the officer of Renselaers comes home, sent in his place *Iacob alberttsen planck,* to fill the said place and to administer proper justice.

All the above mentioned persons have been supplied with their proper necessities, as clothing, provisions and tools, firelocks and other needful weapons for themselves, and for the people in that country, so that this last outfitting, with messenger hire and other expenses, will alone amount to nearly 3000 guilders.

From the preceding account, it will be sufficiently perceived to what trouble and expense the said patroon has been, what efforts he has made, what perils his people and his animals have withstood, in what good condition the respective lordships of Rensselaerswyck now are, with prospects of annual improvements, and what a quantity of grain and animals could be raised on the 1200 morgens of cleared land, as good as here the *Betuwe*[71] or the *Beemster*[72] may be, there being no doubt but that this present year he will seed enough land to produce over 40 lasts of grain, mostly wheat, whereto may Almighty God lend his gracious blessing. Amen.

The said patroon therefore, considering all the prerogatives and benefits, only touched upon here in passing and in a general way, is most highly inclined to carry on the work he has begun and expects the gracious blessing of the Lord upon it in case he is allowed quickly and peacefully to enjoy the granted Freedoms and Exemptions according to their right meaning and content. But if he should be hindered therein, he would rather negotiate about the undertaking with the Chartered West India Company than oppose himself to the Company, if it will agree to offer him such a sum of money as he has mentioned before the honorable committee; with this reservation, that in case the Company should give the undertaking up again, he should have the preference in accordance with [conditions] further to be expressed; if not, that the original of this memo-

[71] See note on p. 64.
[72] See note on p. 63.

randum shall be handed back to him without keeping any copy thereof or making further publication. And in order that the honorable committee may have still further enlightenment, he refers to the map and drawing of the aforesaid jurisdictions and regions heretofore delivered to the honorable director *Albertus Coenradi Burch* and the duplicate thereof which remains with the said patroon.

This memorandum was sent with a letter to the Hague to the honorable *Johan Ray*, director of the West India Company, and member of the committee in charge of this matter, to be returned by his honor in case no action is taken thereon. And in testimony of the truth, signed by my own hand. Date as above.

Kiliaen van Rensselaer to Johannes de Laet[73]

July 21, 1634

TRANSLATED BY MRS ALAN H. STRONG

Johan de Laet, at *Leyden*

This day, 21 July 1634, in Amsterdam

Sir: Enclosed I send your honor a letter to Mr *Johan Raye*, containing a memorandum concerning the state and condition of the colony of Rensselaerswyck, which I have thought good to send first to your honor in order that your honor may read it, and then at once without delay send it to the Hague, closing the letter which I have left open with your seal.

The Company delays reply to our claim[73a] delivered to it at the Hague. It seems now to be inclined to come to an agreement, to which the combined patroons have consented on condition of receiving a reasonable price. I have asked 6000 pounds Flemish for my colony and would not like to take much less since I have heard that our enterprise is in fine condition. Be so kind as not to neglect sending this letter to the Hague early tomorrow, Saturday morning, as it requires haste and Mr *Pauw* has already given in his statement here. And give me a line of acknowledgment that your honor has received this letter, so that I may not be in anxiety.

[73] *V. R. B. Mss, Letter Book*, f.80. Printed in Dutch in *Oud Holland*, 1890, 8:266, as Appendix F to Mr de Roever's articles on the colony of Rensselaerswyck.

[73a] Pretension and Claim, June 16, 1634, printed in *Doc. rel. to Col. Hist. N. Y.*, 1:86-88, and O'Callaghan, *History of New Netherland*, 1:160-63.

I expected to have found your honor at the Hague the last time and would then have asked you for the third assessment which the other confraters have already paid, your fifth part amounting to 200 guilders with 100 guilders more for other expenses, being in all 300 guilders; it would have been much more if I had not received a goodly sum for the furs which were brought over on the last trip, so that this assessment is not higher. Please send this at once to me. I will immediately send your honor a receipt.

I hope that all our shortage in *Swanendael* (which has too many rulers) will be made up by my colony.

Kiliaen van Rensselaer to Jehan Raye[74]

July 21, 1634

Mr *Iehan Raye*, at the Hague

This day, 21 July 1634

Sir: Enclosed I send your honor the memorandum concerning the state and condition of my colony which your honor will please keep by you and not communicate further than to the gentlemen to whom these affairs are committed as I should not like to see that every man had knowledge thereof, for so many men, so many judgments, and through lack of understanding an affair is frequently badly spoken of and misinterpreted. Please do me the favor also to notify me by a line of the receipt of this.

Kiliaen van Rensselaer to Jacob Albertsz Planck[75]

May 24, 1635

Jacop Planck, officer of Rensselaerswyck, per *Jacob ysbrantsen*, skipper of *de sevenstar*

In Amsterdam, this 24th of May 1635

Although at this hour we are still in hope and fear as to whether the ship *de Eendracht* in which you and my people sailed may be on its way hither or whether in coming or even in sailing thither it may have perished, each of which calls for its especial consideration and remark, and although as long as I am not assured of the one I have to fear the other, and as long as I receive no advice from you as to the situation of my colony I find little about which to write

[74] *V. R. B. Mss. Letter Book*, f.76b.
[75] *V. R. B. Mss. Letter Book*, f.81.

to you, I can nevertheless not refrain from notifying you by this speedily departing ship, which now sails so hurriedly, while at other times it has lain ready for six months, that the respective patroons of the colonies of *Swanendal* and *Pavonia* have sold and transferred their colonies to the West India Company. As it may easily happen that they should try to intimate to you that I have sold my colony or am negotiating about it with the Company, this will serve to inform you that my colony is still intact and that I am still free and in the full possession of my freedoms and privileges and, with the advice of my confraters and by the gracious blessing of the Lord, also intend to carry on the said colony with as much zeal and reputation as ever before, and should not have failed to send people and other necessaries by this ship if I had been assured of the condition of my colony, which I still hope to learn in a few days on the arrival of the ship *de Eendracht* (for which the Company according to my judgment should wait a few days longer); it will then be necessary to send a large ship thither by which I hope to send you of everything and write more at length. Investigate some time what the colony's rights are, as the Company having bought the colony of Mr *pauw* has been obliged to admit and accept the contracts which Mr *pauw* made with his people concerning the trade in peltries till the expiration and end of their terms.

If then, *Cornelis van Voorst* and his people, whose master sold his colony, is allowed to trade, how much more right have you whose patroon retains his freedoms and has held them continuously to the present, which does not lessen your business but increases it. Only have patience for a short period of years; the Lord will bless our undertaking as we have a much better object than the Company in this matter, since we seek to populate the country and in course of time by many people to propagate the teaching of the Holy Gospel, while they on the contrary, employing only a few people, seek only the profits of the fur trade and largely deceive themselves, as these profits are still accompanied by losses. Therefore, I trust that the omniscient God will bless our good intention in this matter as an example for others to follow us. Meanwhile, do your best in the fear of the Lord to rule the people in good order and discipline and to urge them to diligent work, which I trust you have done already and hope to hear at the first opportunity. Meanwhile, remain [commended] to the faithful God, etc.

I would write to others of my people also, but know not how it goes with them. Please to greet them all for me and write me

at every opportunity by way of Virginia or New England, or by whatever people or ships may come there, as we long very much [to hear from you], as does your wife, who has also written to you. This goes per *Jacob ysbransen,* who is to be skipper of a sloop and is well acquainted with you. Keep on good terms with him and with all honest people.

Kiliaen van Rensselaer to Wouter van Twiller[76]

May 24, 1635

TRANSLATED BY MRS ALAN H. STRONG

Wouter van Twiller, New Netherland

This 24 May 1635, Amsterdam

Per *Jacob IJsbrandtsen,* by the ship *de Sevenster*

Sending you our hearty greetings, we hope that you are well, although we have not heard from you in a long time, and this must be written in haste since the skipper has been notified that he must sail early tomorrow morning; things must now be rushed through all at once, after they have dawdled at least six months with this ship. I wish that they had waited a few days more, now they have waited so long, for I hope that the ship *de Eendracht* may arrive in a few days, since I have heard from some Englishmen that over there, as here, it has been a very hard winter and therefore the skins could not arive before the latter part of March, so that the ship could not leave there before the middle of April and 14 days from now will be just the right time for it to be here, unless it has been wrecked, which may God in his mercy forbid. It is the ship *de Eendracht,* which sailed from here in the beginning of May of last year, by which I sent *Jacob Planck,* as officer and *commis* of my colony named Rensselaerswyck, with his son; and also a wheelwright with wife and three children; also a carpenter, who is a mason as well; and also a farm hand, besides all kinds of stores of food and clothing, farm implements, etc., which equipment has cost me about 3000 guilders, so that its [loss] would be a great misfortune for me, besides the loss of my time, and practically the decline or ruin of my colony. But I hope that it has arrived there safely.

I wrote by that ship full particulars about all that has happened here with reference to you, which the bearer of this, *Jacob IJsbrandt-*

[76] *N. Y. R. B. Mss, Letter Book,* f.80b–81. Printed in Dutch in *Oud Holland,* 1890, 8 : 90–95, as Appendix J to Mr de Roever's articles on the colony of Rensselaerswyck.

sen, will also tell you. He has always defended you, as you can see from his declaration, which I sent by *de Eendracht.* Therefore favor him in return, where you can do it with propriety, since he deserves it.

If *de Eendracht* has been wrecked in coming hither, many returning people must have gone down with her. We must trust to the Lord for the outcome. The directors are very much alarmed. They do not know what may be the state of affairs over there, since they have received no letters from you by way of Virginia or New England. Many complain bitterly, saying that you have chartered the sugar-bark to the English, which they heard from some Englishmen, and now they are the more displeased since you might for want of *de Eendracht* have sent over this bark to bring news. To sum up, the work here is quite unsettled.

The Company has bought out the two colonies *Swanendal* and *Pavonia,* but my colony is still intact and I am in the full possession of my freedoms. Neither am I negotiating with them; if any one should so report, believe it not; I am in full possession and am determined with my confraters to carry on the work with more courage than ever before, if the colony yet exists. I would indeed have sent people and necessaries now, but I do not know in the least how matters stand there. Many believe that everything in that country is entirely destroyed, people as well as cattle, though I still have better courage and a better opinion of the affair. Mr *Pauw* has sold his colony, as stated; but the Company has been obliged to allow his people to trade in furs during their time, according to his understanding and agreement with them. How much more right to such trading, therefore, have my people, whose patroon still holds his full jurisdiction and freedoms. It seems to me the Company is taking a strange course in New Netherland affairs and that ere long they will be obliged to lease the fur trade to others who will manage it better; or else, the whole will go wrong. They want to economize by having few people and they can not keep the land in that way.

They send no *commis* with this ship, but late this evening engaged *Gysbert op den Dijck* as "assistant." Many would like to have had *Dirck Cornelisz Duyster* as *commis,* but others feared that *Hontom* would then have to leave, and therefore they countermanded him this evening. I hope that he will yet be engaged, if *de Eendracht* brings good tidings, so that they may have to send no other[77] ship this year.

[77] I think that here "yet another" must be read. N. DE R.

I know nothing more to write since I did so at length by *de Eendracht*. I recommend to you the welfare of my colony in so far as the service of the Company will permit, which is unnecessary to specify, as you know it better than myself.

I wait with great patience for the arrival of *de Eendracht*, which I hope will make us greatly rejoice with the news that all is well in the land.

Kiliaen van Rensselaer to Coenraet Notelman[78]

January 10, 1636

Coenraat Notelman, at *Tiel*

This day, 10 January 1636, in Amsterdam

After wishing your honor and your wife a joyful and happy new year through Jesus Christ, our only and complete Savior, amen, these lines will serve as answer to yours of the third instant regarding our difference concerning the animals of the farm of *gerrit de Reux*. I notice your statement and the advice which my nephew *Wouter Van Twiller* is supposed to have given. I will quietly pass it by rather than administer the rebuke which it deserves[79] for neither he nor you have grasped the situation in the least, which I will hereby explain. As far as the affair of *gerrit de Reux* is concerned, this is not a question between you and me but between me and the West India Company, who through their agents have prevented me from transporting my animals to my colony, not only those of *gerrit de Reux* but also those of *pieter bylevelt*, on the ground that they sold the animals to the former as well as to the latter on the 15th of January 1630, as stated in a special letter of same date to the director and council in New Netherland and this upon the conditions agreed to on the eighth of January of the same year with *wolphert gerritsz* and *Claas Cornelisz* in the name of all the farmers of the six farms. You fight therefore against your own shadow in alleging that in your country the first purchase ought to stand as it does in our country,[80] and consequently you pronounce your own sentence, since *gerrit de Reux* from the aforesaid 15th of January 1630 was the purchaser of the said animals and has not

[78] *V. R. B. Mss, Letter Book*, f.82

[79] *wil liever met discretie het selue supporteeren als na merite deprehendeere*; literally, will rather quietly suffer the same than attack it as it deserves.

[80] *allegerende de voorcoop in u lant gelyck sij oock doet in ons lant behoort voort te gaan.*

pretended any after purchase.[81] Although he had paid the first term, I left him the animals as belonging to him, while in the contract made with me he also stipulated that I should return his animals to him in my colony where he would settle. This affair is clear and I shall know how to get my indemnity for detention in this matter by the Company or their agents, but this does not concern your honor in the least, either for or against. That he wanted to hire himself out to you does not take away his right. It may also be that he does not understand his own rights or that the agents of the Company have not correctly communicated to him the contract of the farm and sale of the animals. As for me, I knew the same when later I contracted with him myself, and a year before that, when the Company wanted to take his farm and animals away from him, I caused them to be put in your honor's name, for my behoof as far as the animals were concerned, and for your own behoof as to the farm, according to the instruments thereof which your honor has. It is therefore wide of the truth to say that you promised to turn the animals over to me; on the contrary I caused the farm to be put in your name because I did not want it for myself, and because I added in the instructions given your honor that you should cause the animals and things belonging thereto to be sent up the river for my account, what claim to ownership of the animals does this give you now and what reason have you for drawing me into the farm? As to your honor's saying that the animals and the farm can not be separated from each other, this can be done very well; it has indeed been done with the farm of *bylevelt,* as well as with that of *gerrit de Reux,* inasmuch as the company had power to eject them from the farms belonging to them but not to deprive them of the animals which it had sold to them and which did not belong to the Company but to the purchasers, as it was not stated in any article of the contract that the animals must remain with the farm but only the increase to the number stipulated if they should be provided therewith. In short, *mon cousijn,* the farm is yours because I did not want it, as it was of no use to me but was to your honor, to whom I gladly yielded it, but the animals are mine and my confraters.

Your honor knew neither of the farm nor of the animals nor did you request them of the Company except on my order after I had told you that I wished to keep the animals for myself and had the instruments drawn accordingly. I pray your honor, tell me with

[81] *ende geene na Coop gefingeert heeft.*

whom did your honor contract about the farm or the animals, and who granted them to you? I hope that your honor will not depart so far from the truth as to take to yourself for your own behoof what I caused to be put in for my behoof and more than agreed upon with you, of which [agreement] in case of denial I have sufficient proof; and in case your honor understands it thus, to wit that the animals are ours, I shall gladly and in all equity, even to our damage, try to persuade my confraters to treat with you; if not, I can do nothing more, as I then told them and stated the case to them thus and later confirmed it in my letters and I do not wish to alter my word in the least as if I had misinformed them untruthfully. Wherewith ending, *Vale.*

Kiliaen van Rensselaer to Wouter van Twiller[82]

September 25, 1636

Woutter Van Twiller, director

In the name of the Lord, this 25th of September 1636, in Amsterdam

Mon Cousin: I find myself with your honor's favor of the 31st of August 1635, sent to me by the ship *d'eendracht,* from which I learned of your honor's good state of health; we are also, God be praised, still well. My wife is in childbed of a young son,[83] whom I have named after my uncle *Claes van Rensselaer,* deceased, so that now the names of the three brothers *Rensselaer* have been bestowed, the youngest having become the oldest. May Almighty God let them grow up in virtue to the honor of His holy name. Amen. Your father, mother, brothers and sisters at *Nieukerck* were on Thursday last still feeling well also, but the situation at *Nieukerck* is very sad on account of the severe sickness of pestilence. Already 700 persons had died there and few houses are free. May the Lord preserve them further; however, it does not stop yet but increases daily. Our brother in law *Willem van Weelij* and his wife *annaten hoof* both died of it. It rages here pretty badly too; more than 600 in one week. Many acquaintances have died already, too long to relate, but our and my mother's household are still well, God be praised. The Lord grant what is pleasing to His holy will and for our salvation in life or in death. Amen.

[82] *V. R. B. Mss, Letter Book,* f.86.

[83] Nicolaes, or Nicolaus van Rensselaer; in 1675 installed as minister of the Reformed Dutch Church at Albany and the same year appointed as director of the colony of Rensselaerswyck in place of his deceased brother Jeremias.

I should have been pleased if your honor had in your last letter written at somewhat greater length and advised me more in detail regarding certain points mentioned in my previous letter. However, taking into consideration that you lacked time as the ship was ready to sail, it could not be made longer. I hope that next time you will write more at length. Referring to my preceding letter, which will make this one shorter, I would write your honor at length about the very injurious remarks uttered by the former fiscal, *dincklagen,* against your person and especially against the minister, but as all the persons sailing on this ship have sufficient knowledge thereof I refer [you] to them, who will no doubt relate everything to you by word of mouth, especially *pieter Cornelisz,* who knows all about it. My earnest request would be that your honor be pleased to do everything in your power to obtain from the *maquaas* as much of the indemnity for my animals as is possible and advisable. It seems that they have in view to send another director and they might very well employ as such *walbeeck,*[84] commander at Curaçao; however, that matter is still unsettled.[85] The Company has much discussed certain points which I proposed to them concerning the throwing open of the fur trade, but thus far no decision has been made; what will come of it, time will show. If they wish to keep it to themselves with few people, which is most profitable to them, they can not defend the country, and with many people they suffer loss; and others will not care to populate the country unless they have the free trade.

September 29 — While writing this, I receive your favors of the 22d of March, the 12th and 15th of August 1636, sent by *de Seuen Starra,* which I shall answer hereafter. The Company complains very much that your honor writes so little, of which I also warned you in my last letter. I do not know the reason why you are so negligent about that; they say that you do not even mention *Dauidt pieteresz* and his ship which sailed thence with *de Seue sterre.* You surely ought to have done that, and further they say that they have little advice how everything is getting along there. If your honor hesitates to write to the full assembly,[86] at least do not neglect the

[84] Johannes van Walbeeck; sailed from Holland May 4, 1634, in charge of an expedition sent by the West India Company to seize the island of Curaçao and took possession of the island in August of that year. Before this expedition he served the Company in the capacity of *Politique Raedt,* political councilor, in Brazil. De Laet, *Iaerlijck Verhael,* p. 430–38, 484.

[85] *ruauw;* literally, raw.

[86] *Indien VE: schreupelues is oende volle vergaderinge te schrijven.*

gentleman who remains fairly favorable to your honor, for he can easily protect your affairs if he understands them, as the whole work devolves largely upon him, and do not be too headstrong in this matter nor depend too much on yourself. Is it not fair that the masters get some satisfaction from their servants? And if there are some who are rude and indiscreet, I do not think that the Company in their letters written to you and to the council have overstepped the bounds of propriety and decency, nor can one charge the whole body with the action of some impertinent members. This by way of information.

I see that your honor would like to succeed to a share in my colony and to have me buy for your account the share of the heirs of *Godijn*. If I had known this a little earlier, I should no doubt have succeeded, as this share was publicly sold on the 21st of August in the Orphan Chamber here, 1/10 share to *Jacob* and *hendrick trip* [and the other 1/10 to me] for the account of a good friend[86a] whom I am not allowed to mention. If this friend should give it up, and he is thinking the matter over and has not yet given me his answer of yes or no, there would still be hope for your honor to obtain the same; however I think that he will keep it, of which we will speak more fully at our meeting, if the Lord saves our lives. I request nevertheless that your honor make every effort to buy as many animals for my colony as you can get and to send some of your surplus thither too and to cause some separate farms to be established. I hope that we shall come to a good agreement, which will be more profitable for you than to stay at the *manhatans*, and as the time has gone by to advise you of everything at length as I have done to *Jacob planck*, [I must content myself] with sending you the enclosed documents from No. 1 to No. 13 and with asking you to assist my people as well as the people of this ship as much as is consistent with the service of the Company and your honor's instructions I should have liked to send a larger ship, provided the Company had helped me a little and sent people and goods by it also, but they declined to do so. I must have patience, the Lord can bless [my work] that meanwhile it may become greater. I see that the animals have in part been sent up the river; I hope that the rest will follow also. I have ordered *Jacob planck* to take up the suit again and given him instructions because I have suffered force and violence, as you read in the enclosed papers sent to *Jacob planck*.

[86a] Albert Coenraets Burgh; see p. 334.

Notelman has been a harmful person to me and it becomes a great question now where the Company will get their payment and increase. As to the payment of the purchase money up to f600, I must supply this money, as *Gerrit de Reux* has made the first payment. The increase I can not furnish for I have not used them, but *notelman*. According to the inventory[87] of the Company there has been no increase, as *Notelman* has delivered no more than he received and the contract with the farmers stipulates that they must deliver the increase if they have any. *Notelman* must also pay the rent for the three years, with which I never was concerned in the least. He has been looking for favors[88] here for 8 or 10 months and been a burden to me and is as far now as he was in the beginning. I think it advisable to keep a farm for me at the *Manathans*; please look after that and make arrangement for it.

In your preceding letter I find some obscure reasons of which we shall speak further at our meeting, God willing. *Dirck Corssen,* the supercargo, has orders to erect if necessary a shed at the *Manhatans* to store our goods in. It can be put on the farm which I shall keep or even the barn may be used. He has orders to pay to your honor the Company's dues of everything in which he deals, in conformity with the 13th and 16th articles of the Freedoms (the 15th article concerns the colony and not this ship and goods, in which we have a half interest too); and I do not in the least desire to have trouble with the Company but wish in everything to regulate myself according to the Freedoms granted. My wife has received the cunning little animal;[89] it is with her in the room and she thanks your honor very much for it. The raven sent by *D'eendracht* has died, nevertheless I thank you for the favor. I see with what kind of people you have had to deal from time to time; however, do right and the lie will not stick. This skipper says many bad things. In fine, it is a confused affair which can not be cleared up without your honor's presence. Do not neglect to advise me as to the actions and comportment of *Jacob planck,* wherewith I shall end, commending your honor to the protection of Almighty God; may He let us come together in love.

[90]*Mon Cousin.* After finishing the above letter, the enclosed agreement was made with *Noottelman* by the mediation of the un-

[87] *acte;* literally, authentic document; the word has a very general meaning.
[88] *heeft hier liggen hangelen;* literally, has been angling here.
[89] *het aengename beestgen;* literally, the pleasing little animal.
[90] This postscript is in the handwriting of Kiliaen van Rensselaer.

derwritten arbiters, which you may therefore cause to be recorded, in order to charge me with no more than I am obliged to give. His defense has been based mainly on the resolution[91] of the Company; the Company may see then too where they get their due. Herewith goes a plain copy of the instrument, time does not allow to have it authenticated but it will appear from the letters and also from the books here. Please to insert this letter also among the papers of *Jacob planck,* after you have read it and made a copy of it. *Vale.*

Kiliaen van Rensselaer to Jacob Albertsz Planck[92]

October 3, 1636

Jacob Planck, officer and *commis* in New Netherland

This day, 3 October 1636

These presents, going by *Pieter cornelisen van Munnekendam* with the ship called *Rensselaers Wyck,* which has been equipped by me and my confraters largely for the service of my colony, will serve first to advise you of the receipt of your letters of October 10, 1634, and July 3, 1635, from the colony of Rensselaerswyck, and of August 17 and 27 following from Fort Amsterdam, together with the account of goods sold to that time, of which I expected the continuation by the ship *de Sevensterre,* by which I received yours of the 24th of July 1636, written from the aforesaid colony. That letter, being very short and containing little information, does not include the said continuation of the preceding account, much less any account of the profit or loss of each farm in particular and of the colony as a whole, of the goods delivered to the Company, or of the number of animals living and the increase in detail, but only in general that there has been a fine increase, which is certainly pleasant; but if I am to keep the administration of the colony here and to send you people and goods, as I am doing herewith very liberally, I must have somewhat fuller and better information. To do this with order you must keep a regular diary of daily happenings and note everything that is remarkable and send me the same. You could renew this every six months and send me a copy thereof at every opportunity. If you do not like to have me forget you, you must on your side not forget to advise me of everything correctly and at length. I find, it is true, a memorandum of animals

[91] *acte.*

[92] *V. R. B. Mss, Letter Book,* f.82b.

which I had in October 1634, but no list of the increase which occurred about May 1634, nor of those in the year 1635 and now lately in 1636.

You write, it is true, how many cows and calves you have taken with you lately from the *Manathans,* but not how many still remain there. You must take better care hereof and not be negligent; neither you nor I will lose thereby and you will notice at what expense and with what zeal I follow this matter up and take it in hand. You have also done quite amiss herein that you have given *Rutger hendricksen, Cornelis Maessen* and others their final accounts against me which I had to pay too, while on the other hand you send me no information as to the goods which they or you have delivered in my name to the Company, from which I have received nothing either.

Therefore do not do this again but follow therein this order — settle accounts first with the director [to see] how my account there stands and send me a copy thereof; and if such can not be done as it ought, at all events have my men who come over draw on the director and on the West India Company for the money which they send home, for I do not want to have the men draw on me and deliver their goods to the West India Company, from which I can not get a decision, much less money. Be careful about this, otherwise I shall be obliged to make other arrangements. Further, as the director has several times and lately once more seized all my grain and wheat for the use of the men of the Company, to whom I am not bound to deliver except at my pleasure, whereby I not only lose this advantage that I could have sold the same at a much higher price to the English, as the men of *Cornelis van voorst* do, but also that, inasmuch as according to article 15 of the Freedoms I have the right to trade these which beyond question are products of the soil, I could have sold them for peltries, therefore, to remedy this matter, I shall request you to submit to the director and council (without prejudice to my general right to trade all sorts of merchandise for peltries, now awaiting decision by the high and mighty lords the States General, lawfully referred to them, after previous resolution and submission, by the Assembly of the XIX and the respective patroons, and in no wise decided to the disadvantage of the patroons but still pending with great likelihood of turning out in favor of the patroons, as their High Mightinesses would no doubt be very glad to see those regions populated) that the aforesaid director and council, in consideration of the fact

that I have fed their men, allow me to obtain so many peltries by barter for other merchandise as the said grain, animals and other goods that I have delivered to them may amount to; and in case they should refuse this at Fort Orange as well as at the *Manathans*, you will not let them have any grain or other products of the soil except for payment and prompt satisfaction by so many skins as the goods are worth, with a proper discharge and guaranty that the same will be sent to me without any hindrance or molestation by the Company, for their men have been fed in their need and their ships provided which otherwise could not have come across, so that their ships, men and peltries must have remained there to the extraordinary loss of the Company. Draw up this paper to the director and council as firmly as you can and follow therein as much as possible the words which are written above and send me a copy of it together with the reply given by the council thereto. These things being thus disposed of, I now come to the answering of yours aforesaid, as you will in the future also punctually read, observe and answer mine.

I see that the brandy wasted very much, have therefore sent none herewith, and that half the cheese spoiled; I hope that this will arrive in better condition, as it is colder and later in the year. I see what a great friend of the patroons Fiscal *Dinxlaecken* proves himself by stirring up his special and secret masters; yet they could not help him enough, however much they would have liked to do so, to enable him to obtain the salary claimed for the entire time that passed, as he received only salary for the length of time that he was in active service. Now he is busy complaining to the States General, as his party stays out [of power] so long, that the Company should pay him,[93] but instead of [paying him] money I imagine that the Company will write something else to the States-General about his impertinent proceedings.

Herewith I send you in God's name goods for the account of my colony, amounting to f4100 according to the enclosed bill and invoice, which you will employ to the best advantage; and as I bought them wholesale for cash [and the above amount does not include] any expenses of packing, boat and lighter freight, freight across the ocean, interest, risk, insurance, damage, etc. (not even your commission of one stiver on the guilder, which amounts to one stiver and a half with the 50% added), you must sell such goods as can stand it somewhat higher than 50% profit, but above

[93] *alsoo syn partye soo lange uytblyft datte Compe: hem soude betaelen.*

60% I do not want to tax my own people, who must earn it by their hard labor. As far as others are concerned I do not have to care, you may take as much as the market price and as you can get. Herewith go also 38 persons whom I have engaged for my colony under binding contracts for fear some of them should fail to conform to the accompanying conditions and contracts as well as [to repay] the money which I have furnished them both as advances and for the passage, which you must all duly enter in conformity with the enclosed list amounting to f927. You must distribute these people to the greatest service of the colony, each one doing that which he is best able to do, charging the accounts of the farmers with whom they are placed with the money to them [the new colonists] in hand paid as well as the passage money, especially the money for board on the voyage, at six stivers a day as long as the voyage shall last, for there is no reason why I should engage the people with difficulty and why they [the farmers] should reap the benefit of it. These two farmers who have been very helpful to me, namely *Cornelis Maessen* and *Symon walichs,* you will give a fair choice of the men who are coming, but in such way that they do not select all the best men, for others must have something too. *Cornelis thuenissen van brueckelen or broer Cornelis* you will confirm in the possession of his farm on the terms of *Gerrit de Reux* provided he conducts himself according to the ordinances and laws of the colony and sees to it that I have what is mine and that he takes good care of the animals. *Cornelis Maessen* and *Simon Walichs* you will provide with as many animals as can be supplied from the increase of others. And in case they should wish to settle on *Paep Zickenes* land, which I think has not yet been bought, make every effort to purchase the same or at least to cause the farms to be established there with the consent and will of the owners. And as it may well be that *Lubbert gysbertssen rademaecker* has a farm also and as the animals are somewhat few in number, especially the cows, you must see to it that they accommodate one another and do not draw the lines too tight. It is true that the first are entitled to their full number, but they must also act so that when their time is up, they may again obtain a new lease.

I see by the dispute which you have with *Gerrit de Reux* that others will follow. I have represented here to *Cornelis maessen* and *Simon Walichs* that I wanted to make no change in the contract with *Gerrit de Reux,* but although it was only neglect on my part that I did not fix the price of the grain as well as that of the

animals, I will nevertheless carry out the contract as it stands with this understanding that, if they should undertake to fix the market of their grain too high for me, I will then insist hard also on the first article, prohibiting them from trading in furs in any manner, which they in no wise are allowed to do even for products of the soil. But if they act decently and deliver me their grain at a reasonable price that I may make something on it, you will in my name permit them also to purchase yearly for the products of each complete farm the number of 10 or 12 merchantable skins as their share, which is already a fair profit, and in God's name enter into an agreement with them respecting the matter and send it to me for my approval. I can not write to every one of my people, but you will read herefrom to each of them my intention as far as it concerns them in particular or in common, and where it does not prejudice me give each a copy of the part that relates to him.

Pieter Cornelissen van Munnickendam with *Claes Ianssen van Naerden* and *albert andriessen van fredrichs stadt* have entered into a special agreement with me according to the contract sent herewith,[94] so that they will dwell apart with their men and goods; nevertheless they must conduct themselves as subjects of the colony and submit themselves to the common laws. I have appointed *Pieter Cornelissen* as councilor and schepen to take his place beside you with order to appoint others according to the instructions taken with him,[95] the original of which is enclosed. The points mentioned therein which concern you, you must observe as if they had been put in your own instructions.

Said *pietter Cornelissen* with his men will in every way assist you in erecting houses for the farmers and for others for whom I am bound to do so under contract, at the least cost and as soon as it shall be possible for them. Meanwhile, you will have to make provisional arrangements as to where each shall live and where and how they shall be provided with food; also keep a watchful eye that I lose through no one and what they can not gain at first, that they do that later, if it only goes forward and not backward. As far as the freemen are concerned, you will accommodate them as best you can and assist them to earn their bread with honor, and see that each one according to his thrift may prosper a little in order that others may not be discouraged but attracted thereby.

[94] See p. 676–77.

[95] *Ick hebbe Pieter Cornelissen gestelt als raet en schepen, omme naest vl sin plaetse te hebben, met ordre omme meerder getal te qualificeren volgens Instructie hem medegegeven.*

You will also before all things promote piety and take care that means be found to send a minister over, as is stated at greater length in the instructions to *Piter Cornelissen*; meanwhile cause the people to assemble every Sunday to train them in the commandments, the psalms, the reading of the Holy Scriptures and Christian authors, in modesty, love and decency.

And as the equipment of this ship ran too high for me, I granted *Gerrit de forcest* a half interest in it (aside from the goods and the people of the colony) in conformity with the enclosed contract; you will therefore also keep a watchful eye on it and with *Pieter Cornelissen* represent my person to assist them with word and deed as more fully mentioned in the instructions to *Piter Cornelissen* herewith enclosed. You can infer from all that is said above that the prospect for you personnally is fine upon increase of these things, but this you must know that if your profit and honor grow, your care must increase also, for one can not go without the other. Therefore, read and reread all my papers carefully, put your mind and thoughts upon them and do not let it blow lightly past but show me results thereof, not only in deeds but also in letters and reports; I shall then be armed against all evil tongues which might want to slander you for if you give me contentment and satisfaction, you need neither look to nor fear any one else.

As the lease of the farmers at the *Manhatans* has expired, make every effort to get some animals and the children of *Wolfaertse Gerritsen* or others in my colony, as the *manathans* is for the most part exhausted and my land still fresh, and while that land rests a little they can earn profit on my land and then again go to the *manathans* with the increase after [the farms there] have lain fallow for some years.

I send herewith two large millstones to erect, either near the sawmill or somewhere else, a grist-mill to grind the grain not only for my own people and the people of Fort Orange, but all the grain that I have, in order to sell it ground instead of unground to the Company for furs, or to the English for money or other goods. In this way a miller can be kept there in course of time and the savages will be glad to give seawan or other things for the grinding of their corn or at least a good part of their corn.

The mother of *Zeeger Janssen van der Nieckarck*, who was drowned, asked the account of her son, whether anything was due to him or not. Let me know how that matter stands.

As to *henrick Kerstenssen,* he must first fulfil his contract, as otherwise it establishes a bad precedent and I do not want the contracts made here undone; but those who have not received wages enough and who behave well, I shall at the end of their time give a good present and improve in their condition, but that must be left to my choice or at least be done with my pleasure and knowledge. If *Kersten* behaves well you may give him each year a suit of clothes with a pair of stockings and shoes.

Dirck Cornelissen duuster, coming from *farnambuco,* was drowned near the English coast, so that he will not make the voyage again. It is not at all my intention that the farmers shall give the servants higher wages without my knowledge and consent. They may do that for themselves but not for me except with my will, knowledge and consent; you will read this to them together. Give my greetings to the *commis, martten Gerrittsen,* and show him on my part as much friendship as if I were present. Also to *Jeronimus la Croix,* whose father sends him a small cask with goods and whose letters *Piter Cornelissen* has. Tell *Gerrit de Reux* that he must give me better satisfaction, for that it does not agree to write of 100 muddes and to deliver but 25. If you have any suspicion, let each farmer deliver you for my half the tenth sheaf on the field unthrashed and bring it where you want it and where you can have it thrashed yourself in order to be able thereafter to make the account present a somewhat better appearance. You write that the farmers treat you disrespectfully. If this happens again, send me proper attestations thereof and I will settle that all right, but you must not wrong them either or make improper demands, though you will execute strictly all that concerns my jurisdiction and that their contract implies, especially if they should want to give me less than my share, and then in addition have the power to promise the servants an increase in order to make them keep silence; that will not do. I hope that they will behave better.

The 63 whole and 18 half beavers I received of the Company under bond. I wish that you had sent by this ship the 150 which you have there; the sum total when all is put together would then be so much larger and the Company not even consider whether [the former shipment took place] long ago or not. I do not want you to send me any peltries except with the knowledge of and after entering them with the director, and if there is any opportunity of sending by ships, even by my own ship, you will enter what you send in them and pay to the director the duty of the Company, to

wit: one guilder per merchantable skin traded in New Netherland and five per cent for those from the coast of Virginia, New England or elsewhere, taking each time a receipt therefor from the director and sending it to me by the skipper with the invoice of the peltries. You have done very well in not sending them by *Davidt pietersz,* but you would have done better by sending them in *de seuen starra* with the knowledge as above. I have received your samples; the crystal is the best. Now that so many people come there, take at once a trip into the country to find out whether there are any minerals, especially, as I hear, that there is a rock of crystal[96] above *de laets Kiel* where the mill stands. Inquire about this some time and write me whether there is a great quantity of it and send me of the purest, instead of a piece as large as a hazelnut, a couple of barrels as a sample. It is said to extend as far as two or three leagues upwards. Do not omit either to send me by my ship some muddes of grain, that we may have the taste and the view thereof here. I see that occasionally you have to spend a long time at the *Manathans;* I hope that this will improve. If *Dirck corssen* stays there, you could turn some duties over to him and I have no doubt but he will be glad to do his best. If you do yours also everything will go well, and see that I get something too for my great trouble and expense, which has lasted already so long. The indemnity from the *Maquaas* ought also some day to be collected without getting thereby into contention or war. It must be done in the name of the director below in order that the *Maquaas* may have less feeling against the people of Fort Orange and also against my people. If this ship (God willing) makes a good voyage, I hope from time to time diligently to continue [sending others] and to await the blessing of the Lord, toward which your zeal and fidelity can help much also.

Notelman has defrauded me much with regard to the animals but I must have patience. He will have to pay the Company its dues for the three years that he has had them, both as to the lease and to the increase, and I for the remaining two years, as *Gerrit de Reux* has paid the first year. And as I must shorten this, I commend you to the gracious protection of Almighty God that He may preserve you in health for a long time and give what is to His honor and to the salvation of our souls. Amen.

[96] *cristal berghe;* literally, *crystal hill* or *mountain.*

Kiliaen van Rensselaer to Wolfert Gerritsz[97]

October 4, 1636

Laus deo, this day, 4 October 1636, in Amsterdam

Very obliging friend, *Wolfert Gerritsz*:

In answer to yours of the 18th of August 1635, I will say that I had hoped that you would have come over yourself to dispose of your money in my care, of which I have paid 65 guilders to *Wouter van Kernpt,* according to the enclosed notarial receipt. I had hoped that some of your children would have gone with their animals up to my colony, but understand that they have been prevented from so doing so by the director and council. However, as the six years of the lease are now up, each one may do with his animals as he pleases if he pay the agreed increase to the Company. Therefore, if you like to sell some of your animals to me or to send some of your children with your animals up the river, we will deal with each other in all fairness. The *Manhatans* are mostly exhausted and my land is still luxurious and fresh. Some young animals could be left at the *manathans* and the land rest a little and by the time the animals are grown up the land would have recovered itself somewhat and have rested. But your honor must do as you think best and as is most profitable to you; wherewith ending, I commend you with your wife and children to God's gracious protection and remain with hearty greetings.

List of papers and memoranda sent by Kiliaen van Rensselaer to Jacob Albertsz Planck[98]

October 4, 1636

List of the papers and documents sent to *Jacob planck* and enclosed with his letter, this 4th of October 1636, in Amsterdam.

No. 1 Remonstrance to the West India Company and the resolutions passed concerning my ship called *Rensselaers wijck.*

No. 2 Payments made to the people who are to go over on this ship, amounting to f927:10:—

[97] *V. R. B. Mss, Letter Book,* f.88.
[98] *V. R. B. Mss, Letter Book,* f.89.

No. 3 Instructions drawn up for *pieter Cornelisz van Munckendam,* also concerning the officer and *commis, Jacob planck.*

No. 4 Roll of the people sailing for the colony with some memoranda for *Pieter Cornelisz.*

No. 5 Reasons which I have for transporting my animals to my colony.

No. 6 Contract made with *Gerrit de forcest* concerning the ship called *Rensselaers wyck,* with the invoice and bill of lading of the goods and estimate of the entire equipment.

No. 7 Invoice and bill of lading of the goods sent for the account of the colony of Rensselaerswyck to *Jacob planck* — f4100 —

No. 8 Contract with *pieter Cornelisz van Munckendam, Claes Jansz van naerden, Albert Andriesz van frerickstadt,* concerning the mill company.

No. 9 Contract with several carpenters, mainly for the mill company.

No. 10 Contract made with several farm laborers to be distributed among the farms.

No. 11 Contract with *Cornelis maesen van buijrmalsen* and *Sijmon Walichs van wijngaerden,* farmers.

No. 12 Contract made with several free colonists.

No. 13 Contract with *Cornelis Thomassen van Rotterdam,* smith; *Arent Steffenier,* hog dealer; with their men.

Gerrit Jansz Oldenburch, living at the *Manathans,* has written me several times about getting a farm in my colony or at the *Manathans.* If he is able and you can accommodate him, give him a farm provided you can get animals; and if you can not, let him come over here and find some servants, after which he can sail thither again and by that time I hope that the animals will have multiplied, or if he prefers to wait for that there, it is all right too. Do not forget to keep him in mind as being recommended and tell him to write me further how he has fared.

Cornelis van voorst may perhaps have some animals to spare which he can sell, or some one of his men may see to that. To establish farms there must be animals. [Try] also [to make arrangements with] *Wolphert Gerritsz* or his children. Make every effort to obtain animals, I shall send people.

Kiliaen van Rensselaer to Johannes de Laet[99]

October 6, 1636

To Mr *Johan de laedtt,* at Leyden

In Amsterdam, this 6th of October 1636

Yesterday, on Sunday, I received your favór of the 4th instant, in reply to which I shall briefly say that our ship, God be praised, has already arrived at the Texel. Yesterday, the supercargo went thither with the papers and they are now waiting only for a good wind, which may God grant us.

There is good company at the Texel lying ready also, notwithstanding which we, the participants of the colony, have insured as follows, for which the policies are being made out: f4000 on the goods of the colony going only, of which your honor's portion is f800; the remaining f200[1] your honor must risk, and on our half of the ship and goods in proportion, the policies for which have been handed to *Samuel hoffman* in the presence of confrater *Blommaert,* so that we shall not run so very much risk. I think that the insurance will be 6% in going and 6% for the return voyage.

The ship *de Seuen starre* has come at the right time, and by the good tidings which it brought of the condition of our colony has made the people going thither so happy that they go now with redoubled courage. The news which I have is little but good. The director (although he was again accused of having delayed the ship, which is slander) hastened the sailing of this ship so much that the people could not get ready and I could scarcely obtain even a short letter from *Jacob planck.*

The contents are:

1 That consent has finally been given to send the animals, which have caused so much dispute, to the colony and that five milch cows and five calves had already been sent, which means a good deal to us. Thereupon I agreed with *Notelman,* Saturday, by decision of the arbiters, that we shall pay him f150 and the Company f600, provided we receive the full number of horses, cows and other animals.

2 That the wheelwright, whom they needed so much, had come to the colony from the *Manhatans.*

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[99] *P. R. B. Mss, Letter Book,* f.88.

[1] These "remaining f200" seem to refer to the balance of de Laet's share of f1000 in the total account of f5027:10 for supplies for the colony. See p. 335–36.

3 That three farms were complete and their barns full of grain, each having about 30 morgens seeded, mostly with wheat.

4 That there were enough animals to stock two more farms as soon as our people arrive there.

5 That they had had a fine increase of animals and needed nothing but people, who will now arrive to the number of 38, among whom are six women and several children, while some still expect to give birth on the way.

6 That *Jacob planck* had 150 skins in stock which he intended to send by the first ship of the Company, half of which, I take it, belong to him, it being but a false rumor that he had sent a quantity of skins as contraband by *Dauidt pietersz.*

7 That all our grain of the year 1635 had been delivered to the Company, but I have received no account of it. In short, we must thank the Lord and can wish nothing better.

The Company obtained about 8000 skins, which is good for them also; however, there was little merchandise left. In advising your honor now as to selling a part of your honor's 1/5 share, I can say only what I have shown by my own example, namely that the share of *Godijn* was sold in two parts: 1/10 part to *Jacob* and *hendrick Trip,* who are married to the daughters, for f1000 cash in bank specie; the other 1/10 part I bought also for f1000 cash and offered to leave to Mr *Coenraets* if he wants it, otherwise I intend to keep it myself, although aside from that I own 2/5 shares therein. He has not given me any answer as yet. I promised to let him read all the letters and instructions in order that he may be at ease and do the same with a good conscience. And in order that your honor may be at ease too, I send enclosed the instructions given to the crew of the ship. Please to look this over and annotate it if your honor has any objections and then with additions show it to *Gerrit de forcest* so that he may sign it and send it back to me at the first opportunity without fail. *Blommaert* has already transferred to his brother in law *adam bessels* 1/10 part out of his 1/5; what your honor must now do or not do is for yourself to decide; if the person [to whom you think of selling] could be of service to us, I should be the better pleased. Before I could resolve to reduce my share, I should have to feel that it was necessary in order to have more backing, though we have enough pasture land to divide the one fifth shares into fiftieth shares as I think that by conveyance we have no less than 150 thousand morgens of land. However, I fear that if we expand too much we may become the counterpart

of *Swanendael,* as the large number often causes confusion and, one pulling this way and another that way, hinder one another and are in one another's way, so that I should conclude the fewer in number the better; but your honor must do as he pleases. When we got so many participants in *Swanendal,* then came our confusion. I hope that after this we shall not have to provide any more capital and that we shall every year receive good returns, which would begin already if we only had the accounts of deliveries to the Company. I keep your honor too long discoursing; when you come here you will be able to see [it all] more fully from the writings and papers which contain everything, especially the letter to *Jacob planck;* the list of the papers is herewith enclosed.

Enclosed is the account of the cost of the entire equipment amounting for your honor's portion to f1550, and of the colony f1000. Hereto must be added the insurance premium, so that it will be about f100 higher; on this your honor can count. Toward this your honor's draft furnishes f1200, as you still owed me f300 of old, so that there remain f1450 for your honor to pay. I request that you kindly send me this amount at the first opportunity, as I have already advanced a good deal hereon and the people are still daily making frequent demands for money; but most important of all, as *Gerrit de forcest* has still more than f4000 to pay which they all try to collect from me, your honor will please let him know that he must make arrangements that I receive the said money this week, at least some of it and the rest next week. My own share is large and if in addition I have to provide so many thousands for him, I should be much embarrassed. He promised me to come back here at once or to send money, also to sign the instructions; please have this matter urged on him and that he write me an answer to the enclosed. Your honor can have this general account copied for him; he has the detailed account of f7840:4:6 of the cargo, and he can have that copied for you in return. I ask you kindly to urge the matter strongly on him and in sending back the enclosed instructions to let me have your honor's answer and opinion; in this way I shall also be animated to take to heart with greater zeal and earnestness our common interest, which now for three months has given me no small trouble. I should not like to get into difficulty on account of other people's money. Trusting this matter to you, very dear and beloved Sir and friend, I shall end, commending your honor to the gracious protection of God; may He grant the same to your honor and to us all, etc. Mr *blommaert* and *Trip* have paid their portions already.

The equipment and the cargo	f15476	15	6
The colony	f 5027	10	
	f20504	5	6

The letter to *forcest* is open, your honor may read it and then seal it and have it handed to him.

Kiliaen van Rensselaer to Gerard de Forest[2]

October 6, 1636

Laus deo, this day, the 6th of October 1636, in Amsterdam *Monsieur de forcest:*

Yesterday forenoon our people left here for the ship, taking with them all necessary papers. The instructions, however, which have been signed by me only and must be signed by your people, I have sent to Mr *de Laett* to have him look them over to see whether he has anything to add; you can do the same and then send them back to me signed.

I am also very anxiously waiting for the rest of the money which you still have to provide and which amounts as follows:

The ship with the equipment amounts to	f5706	3	0
The cargo, of which you have the account	f7840	4	6
The food stores amount to	f1930	8	0
	f15476	15	6
Your half comes to	f7738	8	

The assignment and payment made by you when you were here last	f3179	14		
The duffels sent last	f 221	1		
Total	f3400	15		
Remains due			f4337	13

In the above f15476:15:6 are included all the provisions which we have loaded in the ship, toward which there is coming to the participants from the passengers 6 stivers a day for three months[3]

[2] *V. R. B. Mss, Letter Book,* f.89b.

[3] See p. 343.

according to agreement, which will alone amount to more than a thousand guilders. We could not well settle it otherwise without getting into a great quarrel. It amounts to a little less than 5 stivers, but they have agreed to pay us 6 stivers on the arrival of the ship when we receive advice as to how long the passengers have enjoyed board.

Mr *de Laet* has the detailed account of the ship and the provisions of which he will no doubt have a copy made for you so that each one may have the whole in full.

I am surprised that I do not hear from you about the above f4337:13 which must still be paid, as the people come bothering me daily so that I am ashamed and can not put them off any longer. You must settle this at once and do not neglect to send me word by the first boat how the matter stands, as you promised me to make arrangements for paying me at the first opportunity, and herewith I commend you to God Almighty.

You know what trouble I have had; I ought not in addition to suffer the trouble of having the people coming to dun me so.

Kiliaen van Rensselaer to Gerard de Forest[1]

October 8, 1636

Geraerdt De forest, at Leyden

This day, the 8th of October 1636

Day before yesterday I wrote to you under cover to Mr *de Laett*, complaining that I received from you neither news nor money and that the people came importuning me daily. This will happen now still oftener as I hope that our ship sailed today in good company; it was most desirable that it should make such speedy progress; may Almighty God watch over it. However, now the ship is at sea, one can not delay the people any longer. There is also more risk involved for you than you think, inasmuch as of your half share nothing has been insured; and if contrary to our hope an accident should occur, your partners might dispute and question the affair, since I have not been able to discover that you have anything but their mere consent and even that disputable. If one will share only in the cargo and another only in the ship, you must without delay advise me how the matter stands in order that no confusion may arise therefrom; and if there is the least hitch, give me orders to

[1] *V. R. B. Mss, Letter Book,* f.90.

take an insurance of four or five thousand guilders on your half; and aside from that, if [your payment for your share] does not come promptly, I shall be obliged to borrow the money upon bottomry but that would be a double loss. Do not neglect to advise me at once; the matter is risky and demands haste as the danger is largely within the first two to four days; after that the danger is not so great. It should not happen that you send not a word of advice for so long a time, so that I have not only the trouble and my own large interest, but must in addition be importuned on account of your partners. Do not sleep on this but please satisfy me and answer at once.

Kiliaen van Rensselaer to Gerard de Forest[5]

October 15, 1636

Idem

This day, the 15th ditto

Your honor's letter with the bill of exchange for 480 Carolus guilders on *van der pon* I have received and turned over in payment. I doubt not but you have already received the receipt but of the rest which you wrote me would follow on Saturday I have heard nothing. On the strength of it, I have named this afternoon as pay day, so that I shall be embarrassed; I have taken 1000 guilders of my money out of the bank and shall see how far that will go. Meanwhile, do not neglect to urge your partners not to get me into difficulty. I shall name next Saturday as another pay day, when they ought to furnish me with the money. According to your advice, I have taken 700 pounds Flemish insurance for the voyage at 6%. If they wish to insure the return voyage also they have still time enough to think it over. These 252 guilders insurance premium, they must send me also. Let those who have the money do so, as the premium must be paid cash or the insurance agents begin to trouble. I hope that our ship has already passed the Channel and that God Almighty will grant us a happy voyage.

[5] *V. R. B. Mss, Letter Book,* f.90.

Kiliaen van Rensselaer to Johannes de Laet[6]

October 29, 1636

Joan de laett, at Leyden

This day, the 29th of October 1636

Your honor's favor of the 21st instant with the drafts and currency, amounting together to the sum of 1450 guilders, I have received and entered on your account. We shall settle all accounts at the first opportunity when *Geraerd de forcest* shall have sent his balance, which still amounts to about f400, as all the debts up to that amount have been paid. He writes me that he will furnish the money promptly, and I doubt not but that he will do as he says; nevertheless, I write him today a short note of reminder which your honor can second by word of mouth when you see him. It is today three weeks since our small ship sailed. If it has kept the wind which we have had here thus far, I hope that with God's help it is already more than half way. For your honor's account insurance has been taken as follows:

f4000	f 800	for your honor's 2/10 in the goods sent to the colony, for the out voyage only, at 6%, amounts to	f 48	
f2666⅔	f 533⅓	for your honor's 2/10 in one half of the ship at 6% going	f 32	
		returning 6%		f32
f3200	f1640[7]	for your honor's ⅔[8] in one half of the cargo at 6% going	f 38 8	
		returning		f38 8
Total	f1973⅓	Cash	f118 8	
		returning		f70 8

Last Saturday afternoon his Excellency Count *Maurits*[9] sailed with four ships: *Zutphen, fernambucq, thuis van Nassauw, Adam*

[6] *V. R. B. Mss, Letter Book,* f.90b.
[7] Should be f640.
[8] Should be 2/10.
[9] Johan Maurits, count of Nassau-Siegen; appointed governor of Brazil, August 23, 1636.

en eve; De heer van Coln and *Dr Resselerius* were obliged to remain and even yesterday had not gone out, so that I do not know whether they are out or not, I think they are in; it is awkward that the wind has changed.

Day before yesterday we came together once more to discuss the increase of capital and in the name of the participants made three propositions to give them satisfaction.

1 Concerning those who have increased their investment and who will still further increase it.

2 Concerning those who may not increase it.

3 Concerning all the participants whether they have increased the same or not.

On the first head, that all those who increase shall draw yearly 8% dividend on the increase, being 2% on the whole, and that each participant to whom the said 2% shall not be paid, may for his security levy on the goods of the Company, as those may do who have advanced money on interest to the Company.

On the second head, that circulars be sent to all the participants to induce them to make the said increase with such reasons and motives as the situation of affairs of the state and of the Company may permit; thereafter that those who fail to respond be called upon by further and public notice and finally be specially summoned to do so on pain, in case of refusal, of being prosecuted for contumacy and of having others admitted in their place.

However, as the terms for the subscribers are so very favorable it is taken for granted that no one will fail to take advantage of them.

On the third head, that a certain amount of capital shall be reserved for the trade to Guinea and the coast of Africa, to Pernambuco and Brazil, to the West Indies and New Netherland, to trade therewith for the profit of the participants, which profits should be distributed yearly as far as they go and thereto added the duties recently imposed by the Assembly of the XIX on the private traders.

This capital has been fixed at 100,000 guilders. For each ninth part[10] merchandise to be bought here for cash, without including therein the ships or expenses of equipment, which are to be defrayed out of the capital which the Company will derive from the

[10] The capital stock of the Company was divided into nine parts, of which the Chamber of Amsterdam managed four parts, that of Zeeland two parts, and those of the Mase, the Noorder-Quartier and Stad en Landen, each one part.

returns, in such a way that purchases shall be made from the first of January on and continue to be made, applying the returns as above, to the amount of the aforesaid sum.

The agents[11] in charge of these goods shall be bound to make oath and render accounts to the auditors of the directors and chief participants in order to divide the profits thereon yearly as aforesaid, after deduction of the expenses of equipment, and if any goods are lost the same to be made good out of the prizes taken by the Company (others think that they should be deducted from the profits); and in this way, with God's blessing, a sure dividend might be declared each year, so that the shares of the West India Company would be worth little less than those of the East India Company.

These articles to be drawn up with the formality thereto required, to wit: with the knowledge of the respective chambers, the chief participants and the Assembly of the XIX and the approval of their High Mightinesses.

This is as far as my memory serves me for I kept no copy thereof, but Mr *Coenraets* made a note of it. Whether the proposal will be agreeable to the directors, we shall hear in the course of time. I believe that Monday a report thereon was made in the Chamber of Amsterdam.

Kiliaen van Rensselaer to Gerard de Forest[12]

October 29, 1636

Ditto, 29 October

Gerard de Forest:

I have received the remittance of f1542:17:8[13] and anxiously await the rest as everything but that is paid. In addition you must not fail to remit me separately 252 guilders for the 700 pounds Flemish which have been insured at 6%, in order that I can pay the underwriters cash, as otherwise they are apt to make trouble; of this I can not omit advising you.

[11] *Commiessen.*

[12] *V. R. B. Mss, Letter Book,* f.91.

[13] The third figure of this amount in the *Letter Book* is illegible; according to p. 344 it is a 4, but adding the sums there given and subtracting them from f7738:7:7, the remainder is f1089:18:3, instead of f1109:18:5, so that the third figure ought perhaps to be a 2. As eight *duiten* make one stiver, the final figure 8 would seem to be wrong also. To make the subtraction on p. 344 right it should be a 6.

Kiliaen van Rensselaer to Gerard de Forest[14]

November 10, 1636

Gerard de forcest. The 10th of November. Written again for the balance of the account and for the insurance premium of f252. [for] which a moment ago a [bill] was presented by the underwriters, but he[15] has received no money as yet. Answer at once; another time I should be unwilling to take the trouble[16] upon me.

Kiliaen van Rensselaer to Gerard de Forest[17]

November 28, 1636

Gerard de forcest, at Leyden

In Amsterdam, this 28th of November 1636

I was out of town for a few days and on coming home find yours of the 13th instant, in which you state that you would send me the premium money by *Santweech* or *Tortarolis,* of which thus far I have heard nothing; I hope that it was not wrongly delivered; you can tell them this in order to straighten out this matter. Also as to the rest of the account which is still large and makes me feel very much ashamed; I have great fear that there will be difficulty, as you wrote that it would follow the week after your letter and it has not come yet. Please exert further diligence and advise me how the matter stands, for I can not put the people off any longer and I should resent it if I were obliged to borrow the money.

Touching the West India Company, they thought first of sending thither again *de Seuen sterre* which came thence, but then discovered that it was too small and resolved to send *den haringk* thither via Curaçao; however, this will probably not be before spring. I think that they will not debate the throwing open of the country till then; it would be well if this subject were kept alive so that in the next meeting of the XIX, which is to be held in 14 days, a resolution might be passed thereon and if the chief participants of Leyden should commission Mr *de laet* to propose that something be done about it.

P. S. If no money comes about the beginning of next week, I must seek other remedy for I can not delay the work any longer. *Vale.*

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[14] *V. R. B. Mss, Letter Book,* f.91. Memorandum in handwriting of Kiliaen van Rensselaer.

[15] Possibly Joost van Sandweeh; see next letter.

[16] *rugie;* literally, quarrel.

[17] *V. R. B. Mss, Letter Book,* f.91b.

Kiliaen van Rensselaer to Gerard de Forest[18]

December 5, 1636

Gerard deforeest, at Leyden

In Amsterdam, this 5th of December 1636

I have just received yours of the 4th instant and am surprised that the wife of *hendrick de foreest*[19] has not communicated to you the letters which she received from her husband, as she left here Tuesday before the day of prayer. I have received but one letter, signed by all three[19a] of them, which contains less information than her letters will probably have. It is all right that one should write in the name of all three but in addition each should write separately a short letter to me and also to you, which they have not done, and as I have not time to copy the letter I send you the original enclosed; please read it, communicate it to Mr *de Laat* and others, copy it and then send it back to me at once. It is a great favor of the Lord our God that he has preserved our people, our ship and goods so graciously in such perils and such long continued storm, for which He must be lauded and praised forever. They complain about the food, but have not much cause for it as the passengers were victualled for three months and eight of my men were left on land so that the provisions could last that much longer. The 12 men of the crew are victualled for 12 months, which is equal to 48 men for three months, so that one with the other they have provisions for six months on board, as in New Netherland they can supply what is wanting for the crew. They write also for money to buy food, which I would send if it would not take too long before they get it; moreover I have no correspondent in England. I hope that with this wind they will again continue their voyage in God's name and that the Lord may give a good result, that they do a good business. The insurance money must not be delayed or the underwriters will make trouble in case of loss. The other money must not be delayed any longer either; I do not know how I shall draw on *jan du forcest*[20] for the f800. I

[18] *V. R. B. Mss, Letter Book,* f.91b.

[19] Hendrick de Forest was the son of Gerard de Forest's elder brother, Jesse de Forest.

[19a] Direk Corssen Stam, supercargo, Jan Tiepkesz Schellinger, skipper, and Hendrick de Forest, mate, of the *Rensselaerswyck,* which sailed from Amsterdam Sept. 25, 1636.

[20] J. W. De Forest, *The de Forests of Avesnes,* mentions Jean de Forest, son of Jesse de Forest; Jean de Forest, son of Jesse's elder brother, Melchior de Forest; Jean de Forest, supposed brother of Jesse de Forest; and Jean du Forest of Tourcoing, all likely to have been living in 1636.

shall inquire what I can do, but the rest must follow. Today I paid out so much that I have not ten guilders in the house, for I have no excuse whatever for putting the people off any longer. I see that nearly all the trouble comes down upon me, which does not distress me as much as that, in addition to the large portion which I risk myself, I must also take care of [the payments of] others or be dunned for them, which I am not used to. Please to arrange for the liquidation [of the account] and in addition I ought to have some cash on hand to spend in emergencies like the present one. *Vale.*

Kiliaen van Rensselaer to Gerard de Foreest[21]

December 18, 1636

Gerard de forcest, at Leyden

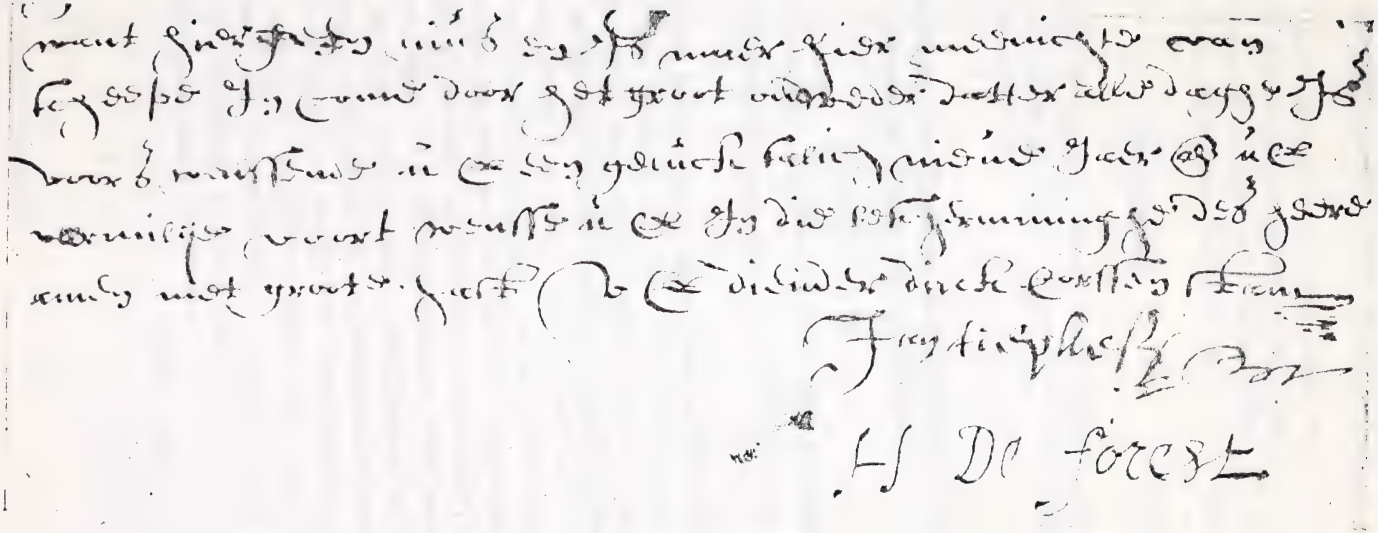
This day, the 18th of December 1636

Yesterday I received a letter from *Sr Joost van Sandtweeh* with a remittance of f1456:16:4 some days after sight, which has been accepted. He says that the same is for the balance of what he, *Tortarolis* and others must provide and asks me to advise him whether that balances the account, which I can not well do as I have not kept any account with any one individually; you will therefore greet him heartily in my name and help him out in his request.

First, he says that of the f1456:16:4, f210 must go toward the insurance at 5% of f4200; the rate is 6% and the amount should be f252; subtracted from the f1456:16:4, there remains for the equipment and cargo	f1204	16	4
he has also remitted	f1542	17	8[22]
received from *Ian du pont*	f 480	0	0
received from you in cash	f 563	15	
for goods furnished, in 15 lots	f2857		
The equipment and the cargo according to the account sent, though a few lots had been omitted, amount to f15476:15:6; your half is	f7738	7	7
So that there is a balance due to me of	f1109	18	5

[21] *V. R. B. Mss, Letter Book,* f.92

[22] This amount should probably be f1522:17:6. See p. 341.



Last lines of letter from Dirck Corssen Stam, Jan Tiepkesz Schellinger and Hendrick de Forest to Kiliaen van Rensselaer, January 8, 1637
From *V. R. B. Mss* 12. Original size

Hereof you have ordered me to draw f800 on *Jchan du forcest,* which I have not been able to do, so that he must send it to me in coin or by other remittance, of which you will please notify him	f 800
Remains still	f 309 18 5

Why these f309:18:5 fail to come I do not know; you must inform me and *Sr Santwech* about them as he writes that he will remit me his balance at once.

Dirck Corssen Stam, Jan Tiepkesz Schellinger and Hendrick de Forest to Kiliaen van Rensselaer[23]

January 8, 1637

Laus deo. At *Jlrercom,*[24] the 8th of January 1637

Honorable, wise, prudent, very discreet sir, Mr *giel Jan van rensselaer*

Sir: We hereby let you know that we have written to your honor and that we have received no reply. We sail at this ebb of the tide; there is a N.E. wind with a foresail breeze. May the good Lord grant us luck and a safe voyage. *Cornelis toomanssen* the smith has been stabbed to death here by his comrade *hans van scuehuijsen* and *hans van scuehuijsen* has been taken inland, to wit, to *exsetter,* where he must await his verdict. The matter has given us a great deal of trouble, but thank God we are all of us still hale and hearty and agree well with one another. We know not much to write as we have given an account of all that has happened in our previous letters, so that we can not write your honor more at present, for there is no news here except that a large number of vessels are arriving on account of the heavy storm, which rages all the time. Wishing your honor and your honor's family a happy New Year, we commend your honor to the protection of the Lord. Amen. In great haste, your honor's servants

[signed] *dirck Corssenstam*
Jan tiepkesz
H De forest

[Endorsed]
To *giel Jacn van rensselaer*

[23] *V. R. B. Mss* 12.
[24] Ilfracombe, on the north coast of Devon, England.

Jan Tiepkesz Schellinger to his wife, Trijn Janse Bruigh[25]

January 9, 1637

Praise God above all. From *ijlle fakom*,[26] the channel of *brusto*,[27] 1637, the 9th of January

Worthy, well and dearly beloved wife *Trin ijans:*

I let you know that all of us and all my people are still hale and hearty, for which the Almighty God be praised and thanked; I hope that it may be the same with you, my dear and much beloved wife, and also with our children and all our good friends; were it otherwise, it would grieve my heart to hear it. I let you know further that we intend to put to sea tomorrow, the 10th, if it pleases Almighty God, for we have only now, that is today, obtained an east wind and have therefore been obliged to remain here long and at great expense for the ship and the people, for which we are sorry. We have lain here over seven weeks, but God Almighty grant us a safe voyage; I hope that we shall make good the loss. My dear wife, you must know that this is the third letter which I have written and I have longed much for your reply to my first letter, which I have not received for unknown reasons. I beg you further, my dearest, that you will take good care of my dear children and keep and direct them in all good ways and so that they may obey you in every respect; and if you write, have my son *gerrit yansen* write to me too that I may see his writing; tell him that I wish it. God grant that they may grow up in His favor and obtain the salvation of their souls and do you, my dear wife, submit yourself to God and serve Him in his Church and instruct your children therein, if you please, upon which I set my heart; and beware of and avoid what may harm your soul and keep yourself from evil if it is possible as I trust in you, my dear, and that you will be an example to your children for good. No more of this for the present however; may the Almighty God graciously keep you and all of us and grant us a safe voyage. Greet all my

[25] *V. R. B. Mss* 13.

[26] Ilfracombe, on the north coast of Devon, England.

[27] Bristol.

good friends and especially my dear children with a friendly kiss. Amen, Amen.

[signed] *Jan Tiepkesz dat ick vermach.*[27a]

[Endorsed]

To deliver
to the worthy and virtuous
vrouwe trin ijans bruigh
outside the *riggeliers poort* at
the *ossemaerckt* in the *nieuwtuin*
at Amsterdam 1637.
Praise the boat.

Kiliaen van Rensselaer to Gerard de Forest[28]

April 2, 1637

Gerard de forcest, at Leyden

This 2d of April 1637, in Amsterdam

Although I hope that by this time our people, ship and goods have already arrived in New Netherland, I have no word from any of the head people as to the precise day when they expected to put out to sea, only one letter from a young relative of mine[29] stating that they would put to sea at the first opportunity, in company with two well mounted English vessels. What the cause of this failure is, I can not tell but must patiently await their return, with God's blessing, to the fatherland.

As there is still more than 1100 guilders due to me on your account, this will serve also to urge you to let me have the said money at the first opportunity. According to your wish, I have suspended payments for some time; also I have heard nothing of the f800 of *Jchan du forcest,* and as I am very much in need of money on account of a large quantity of pearls which I have bought and on which I can get a rebate as I am allowed to discount my own note at eight per cent, you will please make arrangements and, in order that I may know how to regulate myself, will advise me at once what I can count on. Further, as I have taken considerable insurance on my half of the returns and as our people, on account of the great demand which there must be

[27a] Jan Tiepkesz, that I may be able.
[28] *V. R. B. Mss, Letter Book,* f.92.
[29] Maurits Jansz van Broeckhuysen; see p. 406.

in that country from lack of other ships, may come hither again immediately and run great danger from the Dunkirkers since they come alone, I should advise you, as I hope that business will be good and well able to bear the insurance, to insure for a few hundred pounds Flemish, upon which also I shall await your answer.

Kiliaen van Rensselaer to Joost van Sandwech[30]

June 27, 1637

Joost Van Sandweeh, at Leyden

In Amsterdam, this 27th of June 1637

I hope that *S^r gerrit de foreest* has come home from *Delff* and agreed and made further arrangements with you as to the payment of the balance and of the new insurance, as I have contracted with him and everything is done in his name and I might get into trouble with him if I undertook anything without his orders. You will therefore please have him give me orders himself or substitute you by notarial instrument to correspond with me in his stead and promise to hold good and binding whatever you shall resolve upon with me, both with regard to his own participation and that of his partners, as to whom I never received proper information to what extent and for how much each one participates under him, since many changes were made therein.

I shall therefore await further orders and for the present take no other insurance on his half than the 1000 guilders, of which I spoke to you, which I have not been able to do yet on account of the bad tidings which come daily from the sea, yes, I have not even completed the insurance which I meant to take on my half and for the colony. I ask kindly that *S^r gerret de foreest* take care that I get the balance of my money before good or bad tidings of the small boat arrive, otherwise we shall get into great dispute about it. It is not a question of promising the interest nor of the trouble which I have had therewith, but of the participation and the participants themselves. Therefore, I ask you once more in all friendship to let me know the names of the participants and above all that I may receive the money before good or bad tidings come. It is inconvenient for me to be in this uncertainty as to why this money fails to come wherein I unwittingly may run some

[30] *V. R. B. Mss, Letter Book,* f.92b.

risk myself. If he cedes it[31] to you instead of to *Jan du forcest* I am satisfied, but it must be paid before any tidings of the ship come.

Kiliaen van Rensselaer to Joost van Sandwech[32]

August 20, 1637

Joost Van Sandwech, at Leyden

This 20th of August 1637, in Amsterdam

Some time ago I wrote you for the money which is still due to me stating that I was in great need of having it by the last of July, now past, to make payments to the West India Company, and a few days later *Cortakelis*[33] came here to whom also I mentioned it; but to my surprise I have received neither money nor answer. Please therefore not to fail to send me this amount, for I am ashamed to have kept the aforesaid Company waiting so long and besides I must pay eight per cent interest thereon. I hope that our ship will arrive very soon, as it has been reported to me that about four months ago she was spoken at *Capo Charles* in Virginia and in passing had called out that they hoped to follow soon and had sold most of their goods and sold them well, but that they must first call on the English at the north and also stop in New Netherland, in order, as I presume, to collect the balance.[34] The wife of *Hendrick du forcest,* who went from here to Leyden, will no doubt have communicated this to you. Let there be no failure about sending or remitting the money.

Kiliaen van Rensselaer to Joost van Sandwech[35]

September 14, 1637

Joost Van Sandwech, at Leyden

In Amsterdam, this 14th of September 1637

I receive this moment your letter and see that you have protested to *Jehan du forcest* and *Touchain de herijon,* who replied that they had made their payments, which thus far has not been done. I am astonished at their impertinence in keeping me waiting

[31] The balance of his interest?

[32] *V. R. B. Mss, Letter Book,* f.93.

[33] *Tortarelis?* See p. 344.

[34] *de restante te innen;* literally, to collect the remainder.

[35] *V. R. B. Mss, Letter Book,* f 93. The first three lines, including the words "payments," are in the handwriting of Kiliaen van Rensselaer.

almost a year with idle consolations. It is true that last week a young man was here saying that he had the money and then that he would let me have it in a day or two, which days are now long past. I do not know what their intention is; there is a suspicion of bad faith in wanting to be participants without furnishing any money and to regulate themselves according to the results of the business. Therefore, as the ship is about to arrive, to avoid all question, please let me have the balance of the portion of *Gerrit du forcest* according to your letter, in order that the others coming in between may not put me again on slippery ice. I must therefore live between hope and fear and can with justice say: *Nescio quo me vertam.* Do not neglect to answer me by way of *haerlem* or at the first opportunity and to send me the money in order that I may for once, now it comes to a pinch, be at ease. Trusting to your promptness I commend you.

Tomorrow by the first boat, I expect the effect of your letter; it must not be delayed any longer.

Kiliaen van Rensselaer to Pieter Cornelisz van Munnickendam[36]

September 21, 1637

Pietter Cornelisen van Munnickedam, in New Netherland, in the colony of Rensselaerswyck

This 21st of September 1637, in Amsterdam

Sent by *den harinck*

Notwithstanding I have received no letter from you, as my small vessel which I expect every hour has not yet arrived, I can not refrain from telling you, on the report which I have from *Jacob wolfersen,* who met your son in law[37] at the *Manhatans* and told me that upon your arrival at the *Manhatans* you had immediately bought a small yacht or a sloop and at once sailed up the river therewith, that you have done very well herein and that I must praise your diligence in this matter in which you will please continue. Further, I understand also that you had goods enough at the creek or at the falls where the mill was to stand and that you had made every effort to get the mill ready for operation (from which the profits must come).

[36] *V. R. B. Mss, Letter Book,* f.93b.

[37] Symon Jansz Henypot; see p. 406, 413, 417.

I have no doubt that no matter how much lumber you saw, it will be sold readily to my people, at the *Manhatans,* and also to the English, both to the south and to the north, who will no doubt come to fetch it at your place. And you must pay especial attention to this now that your partner *Claes Jansen van Naerden,* who goes by this ship, is to be with you, that together and with God's help you find means to build for the chiefs and others of the savages houses and huts which they can shut with doors and windows, to which end you must keep on good terms with the smith, that he may furnish nails, hinges, bolts and other necessaries on condition of receiving a suitable profit therefrom. The accident to my smith[38] and his helper is very inconvenient for me; however, I hear that another has come from the *Manhatans.*

I am negotiating here with two good smiths, but the time is now somewhat short as the ships have already left for the Texel and I fear that I shall not succeed this time. I recommend to you above all to observe the fear of God, to live in peace with one another, to promote the profit and service of your master and of yourself; about the blessings of the Lord there will then be no doubt. I long very much for your letter; omit not to write me full particulars on all occasions and greet *Albert andriesen* and the others of our people of the mill company from me, recommending to them also the fear of the Lord and diligence, wherewith, etc.

Kiliaen van Rensselaer to Wouter van Twiller[39]

September 21, 1637

TRANSLATED BY MRS ALAN H. STRONG

Wouter van Twiller, in New Netherland, at Fort Amsterdam
This 21st September 1637, in Amsterdam
Sent by *de Haringk*

As I am daily, yes almost hourly, expecting the arrival of my small ship, I have postponed this [letter] till now, because I have no letter from you and, when the said ship went out, I advised you so fully that now I have no more material. I only have from you

[38] Cornelis Thomasz, killed in a quarrel by his helper Hans van Sevenhuysen at Ilfracombe, in Devonshire, England, Dec. 8, 1636; see p. 345, 365. The smith from the Manhatans was Burger Jorisz.

[39] *V. R. B. Mss, Letter Book,* f.93b-94b. Printed in Dutch in *Oud Holland,* 1890, 193-195, as Appendix K to Mr de Roever's articles on the colony of Rensselaerswyck.

the recommendation of the widow of *Roelof Jansen,*[40] written to me hastily and with few words, and your oral greetings by *Jacob Wolphertsen,* and am glad to know that you are well. I released the said widow from her debt long ago. My reason for so doing I will tell you orally when we meet (God willing) in good health. I am expecting your return by one of these two ships which the Company is sending thither with a new director. I do not know what to advise you, whether to cross by the first which returns at once, or by the second, which it appears will stay longer. If the first to come is defendable and large enough, I would advise you to come by that; the sooner the better, so that you may clear yourself at last from the unbearable slanders with which the fiscal[41] and his wife have besmirched and defamed your person through the whole land, before great and small, religious and secular people. The wife, who was here not long ago, or perhaps is still here, continues to do so, trying especially to involve the minister also, who is slandered so before the consistory that it is most important for him to come over; and let him not be persuaded to stay there before he has vindicated and justified himself. Yes; no one was overlooked, either great or small, especially of those who belonged to the council or had had anything to do with the administration, so it seems that the country there is full of rascally and godless people and it is highly needful that every one who has any regard for his honor should come and defend himself in order to thrust such a load of blame from his shoulders.

And as to your honor, many are so misled and deceived that they think that your honor will not dare return but will stay in that country, although I, wherever I go, maintain the contrary.

It seems that the Company intends to take up the affairs of New Netherland now with all diligence, since by the increase of the Company's capital by ⅓ they have now obtained money which they really lacked before. As I am informed, they have planned some freedoms but are delaying to issue them until they have received news of the condition and opportunities of the country, which, as I guess, will happen on the advice of this now departing director[41a] and, as I also guess, on the advice of the returning director and other councilors, so that you had better be on good terms with this director who now goes thither, in order to make a success of New Netherland, for if one thinks one way and another

[40] Annetje Jans, who in 1638 married the Rev. Everardus Bogardus.
[41] *Lubbert van Dincklage.* N. DE R.
[41a] Willem Kieft.

thinks the other way, disorder will be the result. I advise your honor to receive and to install this director in office with all courtesy, keeping on good terms as far as it is in any way possible. And as I met him here several times, I have likewise very urgently recommended him to keep up friendly relations, which he on his part has promised me that he will not fail to do. I have also strongly commended my people and colony to his care, which he has likewise promised to give, so far as his oath and commission will allow (and herein I agree with him). I hope also that matters will improve in the future, since very discreet commissioners for the affairs of New Netherland have come into office by these last changes. But since they transact their business in secret, I write this only on supposition.

As to your animals, if you want to keep them, it is well. If not, let me have the preference over others. And if you have no particular use for them, you could transport them to my colony until your honor has made other plans. I believe they will be as safe and well taken care of there as at any other place until further notice.

And since I do not know in what way I could at this time lengthen this letter, I commend you, etc.

Herein enclosed is also a letter from your father, also one to *Cornelis van Tienhoven,* to be handed to him.

Be pleased to order *Jacob Planck* not to fail to keep me fully informed of everything and to send over accounts and memoranda of everything. I am informed that your honor has taken some blacksmith's coal from my ship for the use of the Company. Please give back the same in kind, as the Company is now sending over other coal and I could not get any for love or money. I spoke to the director here about it and he promised me that he would attend to it. And further I commend to you in general the welfare of my people and colony so long as you remain there.

Kiliaen van Rensselaer to Jacob Albertsz Planck[42]

September 21, 1637

Jacob Albertsz Planck, in New Netherland in the colony of Rensselaerswyck

This day, 21 September 1637, in Amsterdam

Though I have no letter from you, being in daily expectation of the same by my small boat, this will serve to enclose [the list

[42] *V. R. B. Mss, Letter Book,* f.94b.

of] the persons who now go thither in the ships of the Company, namely four persons in the Company's ship *de Harinck* and four persons in the ship chartered by the Company, also the account of what I have advanced to them in money in addition to the expenses of the passage, also the contracts they have entered into with me, all of them enclosed. I would have sent more people but at first the Company would not give me any certainty; when they had chartered the other ship they were willing to transport them but it was then too late.

I send herewith no goods to you, not knowing what I should send, as I have no advice at all though I expect it every hour; but it will come too late for this time. I recommend to you to help administer everything to my best interest and to send me all the information you can gather, especially as to what has been sold, what remains still unsold and what it is most necessary to send. I have become well acquainted with the new director[43] who goes over now; he will doubtless help you wherever he can promote your interest consistent with his oath and commission. Keep on good terms with him and offer him out of the common goods a few pretty things or necessaries; he can repay us for them in such services as he may be able to render without detriment to the Company. You will assist the farmers in every way provided they on their side do not fail to deliver the just half of the grain which I am entitled to. Herewith go also two smiths who are able workers and also locksmiths.[43a] You must see that they find room somewhere. As long as they have a shop they can easily make shift as to the rest. When they have nothing else to do they could make a quantity of nails, in stock, to sell at the *Manhatans* or to the English; also, if *Pr. Cornelissen* could build for the savages small houses and huts with closed doors and windows, let them then make the necessary nails, hinges, hooks, bolts and other hardware, wherewith, etc.

[43] Willem Kieft.

[43a] Cf. statement in letter of same date to Pieter Cornelisz van Munnickendam, on p. 351. The account books among the *Rensselaerswyck Mss* do not show that any smiths came over in 1637.

Log of the ship Rensselaerswyck on its voyage from Amsterdam to New Netherland and return[44]

September 25, 1636 — November 7, 1637

Journal for *ijan tiepks Schellinger*[45]

1636, the 2d of October

1636 Journal

In the year of Our Lord 1636, the 25th of September, the boat called *Rinselaers Wijck* sailed in God's name from *amsterdam* to *tesscl*,[46] at about two o'clock in the afternoon. God preserve *Rinselaers Wick!*

Thursday[47]

Th. 25 Sailed from *Amsterdam* and anchored before *duickerdam*[48] with a south wind and heavy weather.

Sun. 28 Afternoon again set sail with a southwest wind and sailed to opposite *pampos*[49] and anchored there.

Tu. 30 Again set sail with a south wind and came near the south buoy of the *vlaeck*[50] and anchored there.

October

Wed. 1 The boat arrived at *tessel* and anchored in nine fathoms near the east end; the wind S.W.

Wed. 8 The wind easterly followed by calm. Here lay some French traders, one Straits trader[51] and two *faernebocks*[51a] traders, poor fleets, and the Straits trader intended to go to Ireland; we arranged to sail together as far as *pleijmuijen*[52] and so put to sea in God's name, about four o'clock in the afternoon, about 22 vessels strong, without convoy.

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[44] *V. R. B. Mss*, 11, entitled: *Joernael vooer ijan tiepks Schellinger.* In same handwriting as letter of Jan Tiepkesz to his wife, Jan. 9, 1637 (see p. 346–47), the signature to which is the same as that of Jan Tiepkesz under letter of Jan. 8, 1637, to Kiliaen van Rensselaer (see p. 345).

[45] In *N. Y. Col. Mss*, 4:357, under date of Jan. 23, 1648, the name of this skipper is given as *Jan Tepjes van Schellingen;* in *Court Minutes*, 1652–56, p. 123, in the Albany County clerk's office, under date of Apr. 1654, as *Jan Tjebkesz Schellinger.* De Vries, *Korte Historiael*, p. 136, under date of Jan. 17, 1635, mentions the arrival in the West Indies of a skipper *Schellinger*, from *Medenblick.*

[46] The Texel.

[47] Should be: September

[48] Durgerdam, a small village a short distance from Amsterdam and on the north side of the IJ.

[49] Pampus, the bay of the Zuiderzee into which the IJ flows.

[50] Het Vlaak, a shoal in the Zuiderzee, southeast of the island of Wieringen.

[51] *Straets voorder;* refers to a ship trading along the shores of the Mediterranean.

[51a] Fernambuco.

[52] Plymouth.

Th. 9 In the morning the wind was still S.E.; the course as before S.W. with a stiff breeze. At noon we saw the Flemish coast and at the same time we saw two sails, one off the Flemish coast sailing northward, the other off the English coast sailing southward, but they did not approach us and remained unknown. In the evening toward sunset *duinkercken*[53] lay about five leagues[54] S.E. from us and a W.S.W. course was followed. The wind was then about east; it became calmer in the evening though we kept a steady breeze. As far as we could see there lay some 12 to 15 ships in the *scheertie*.[55] That day we distributed rations, one to each man. During the night there was a strong wind from the east. Done once more.

Fr. 10 In the morning the wind as before with a steady breeze. *beeuesier*[56] lay then N. N. W. four leagues away from us. The course W. by S. and in the evening *beuesier* lay eight leagues from us E. N. E. The course W. S. W. 1/2 west and encountered a stiff, steady wind as before and in the second quarter of the night we saw a fleet coming in our direction, but did not speak them. Done.

Sat. 11 In the morning the wind as before with rough weather. We saw the island of *oeranaij*;[57] it lay S. by E. about six leagues from us. There the Ireland trader left the fleet. She had 20 guns and as she was going toward the *sorlings*[58] and had promised us if convenient to convoy us around the *sorlings* or past them, we followed her and proceeded westward, as that was the most convenient course for continuing our voyage. We left the fleet and about noon we saw a sail come from the coast and as we were but two we prepared as well as we could for action. When we were ready we waited for her with furled sails and when she was nearly within

[53] Dunkirk.

[54] In this log the term "league" stands for the Dutch sea mile, which is equal to 1/20 of a degree and corresponds to 3 nautical miles, or 3.453 statute miles.

[55] Scheurtje; the channel between the Flemish coast and the sand bank called the Vuijlbaert, near Dunkirk.

[56] Beachy Head, in Sussex, England; on Seutter's map of the English Channel in *Atlas Novus*, vol. 1, plate 48, the name of this promontory is given as *Cap Beachy* or *Beuesier*.

[57] Alderney (French, Auregny).

[58] Scilly Islands.

range of our guns she turned away before the wind. It was a large flute with a poop. There was another ship behind us which we could barely see. She waited for it but when it came near she let it pass. What kind of ships they were we do not know. *goutstaert*[59] lay about west from us and we continued our course. Done.

Sun. 12 In the morning we did not see land; the wind as before and at noon the Ireland trader left us and sailed N. W. and we W. by S., our latitude was then 49–43 min. We estimated that we were then 18 leagues E. N. E. 1/3 E. from *leesert*.[60] Done.

	Course	Leagues	Latitude	Wind	Weather
Mon. 13	W. by S.	32	49–19	E. by S.	Stiff topsail

During the night a ship passed us going in the opposite direction. Done the past day till noon.

Tu. 14	W. by S.	32	49–0	E. S. E.	Stiff topsail

In the morning we were near a Frenchman, whom we chased while following our course. It was a ship that came from the bank of *terueef*.[61] In the afternoon another one passed us to windward without speaking. We then set our course toward the W. S. W. with a stiff topsail breeze. Done.

Wed. 15	S. W. by W.	30	47–40	S. E.	Stiff topsail

In the evening it began to drizzle. Done.

Th. 16 By dead reckoning; we took no latitude. Dark weather.

	W. S. W.	16	47–15	S. E.	with rough weather.

Done.

Fr. 17 By dead reckoning; we took no latitude. Dark weather.

	W. S. W.	18	47–4	E.	gentle breeze

Done.

Sat. 18 As above. Upon taking the latitude we found the latitude, the distance and the course during the last three days, that is from the 16th to the 18th, changed as follows

	S. W. by W.	58	45–21	S. E.	Various breezes

Done.

[59] Start Point, Devonshire.
[60] The Lizard.
[61] Terre Neuve; that is Newfoundland.

Sun. 19. S. W. by W. 20 44–40 E. Topsail Done.

Mon. 20 S. W. by W. 45 42–56 Fitful rough weather and toward evening we had sailed eight leagues W. S. W. with very rough weather from the N. N. W.; during the evening it became quite calm, which lasted till daylight; then the wind changed to the south. Done.

Tu. 21 In the morning the wind changed to the W. and it blew so hard that the topsails had to be taken in. The wind veered to the N. W. We had then sailed about three leagues to the N. W. and about nine o'clock it blew so hard that we had to take in all our sails and could not carry a single sail. An hour later there blew a violent gale from the N. W. and we then drifted east with a very rough sea. The waves rose to such an awful hight that the waves and the sky seemed one. The wind turned again to the W. and so it lasted the entire night. Done as far as the night is concerned.

Wed. 22 In the morning it still blew so hard that we could not carry any sails, but the sea was calmer. The wind came from the S. W. and during the night in the second watch it grew less; we set our main-sail but toward dawn it had to be taken in again on account of the strong wind, thunder and lightning. It blew hard, the wind as above, we drifted east. Done till morning.

Th. 23 The wind about W. and we drifted east with rough weather. We drifted from about nine o'clock on the 21st to noon of the 23d, by reckoning 23 leagues N. E. by E. No latitude had been taken for the past three days up to noon.

Fr. 24 Drifted east by north 10 leagues. The wind about W. N. W. with severe storm and during the past day drifted without sail.

Sat. 25 Drifted E. N. E. 12 leagues, with very rough weather; our mizzen blew away. The wind about west during the past day.

Sun. 26 Drifted east by south 15 leagues. The wind about west with rough weather and in the evening we bent on our new mizzen. The day gone.

Mon. 27 Drifted E. by S. eight leagues; the wind from the N.W. with a stiff mainsail breeze till morning. We then ran south with our two courses but could not sail closer than S.E. by S. The wind veered toward the W. and we sailed till evening with the courses, keeping our course S.S.E. seven leagues. The wind then rose again from the S.W. so that both the courses had to be taken in. It blew a terrible gale and we drifted then S.E. by E. The day gone.

Tu. 28 A gale still blew from the west and we still drifted S.E. by E. Drifted by reckoning 12 leagues. That night the beak of our ship was knocked to pieces. The day gone.

Wed. 29 The wind as before but the weather fully as good. We set our mainsail but it was not long before it had to be taken in again. The wind veered to the S.W. by W. with rough weather so that we were obliged to let ourselves drift. This day we made the first good observation of latitude since the 20th and found that we were at 41 degrees, 51 minutes. The day gone.

Th. 30 In the morning the weather was fairly good, the wind about W.S.W. and toward daybreak we set both our courses and steered S. by E. but the sea became rough so that we could only hold to a S.E. course. That noon we again took a fairly good observation of latitude and found it 41 degrees, 41 minutes, and ran that day by drifting and sailing, keeping an E.S.E. course, 14 leagues. We took our sails in again on account of the strong wind, also because we could make no headway by sailing on account of the rough sea. Awaited the right wind. The day gone.

Fr. 31 Drifted by reckoning 10 leagues E.S.E. The wind about S.W. with rough weather and high seas and an overcast sky so that we could not take the latitude, but by dead reckoning it was 41 degrees, 26 min.; and from that noon till the morning of the first of November we drifted eight leagues S.E. by E. The wind about west, very high seas. The latitude by dead reckoning 41 deg. 10 min. The day gone.

November.

Sat. 1 — In the morning we veered toward the west and drifted north. The wind S.W. with rough weather and high seas. The past half day and entire night.

Sun. 2 — Drifted 16 leagues N.E. by E.; the wind about west, the latitude by dead reckoning 41 degrees, 50 min. with very high seas. That day the overhang above our rudder was knocked in by severe storm. This day a child was born on the ship, and named and baptized in England *stocrm*;[62] the mother is *annetie baernts*. The day gone.

Mon. 3 — In the morning the weather was fairly good, the wind about W.S.W. We set our courses and proceeded in a northerly direction. During that day we made 12 leagues, drifting and sailing and keeping a N.E. by N. course. Latitude by dead reckoning 42 degrees, 18 min., and that evening the sails had to be taken in again on account of a strong wind from the west. The day gone.

Tu. 4 — Our latitude was 42 deg. and 22 min. and we had drifted by reckoning N.E. by E. six leagues. The wind about west and toward evening the wind turned to the south with terribly high seas but the wind moderated. The day gone.

Wed. 5 — Drifted by dead reckoning N. by E. nine leagues, our latitude was by reckoning 43 deg., the wind about west. This day it has been about S.W. with fairly good weather. The day gone.

Th. 6 — In the morning the wind and weather were as above. Seeing little hope of getting better wind and weather soon — though God knows — having lain to already 17 days because of severe gales and having few provisions for 52 or 53 souls, the number on board to keep dry,[63] we could oppose it no longer, in the first place, on account of the sick people whose number increased daily because of their hardships and, in the second place, because we feared that it might last a long time yet. As we had already

[62] Storm Albertsz (van der Zee), son of Albert Andriesz Bradt and Annetie Barents van Rolmers. See footnote, p. 676.

[63] *het getal off schip om droock te houden.*

novemb

Sa. 1 ditto des morchens laegen wij het schip waert aenor
ende dreven noerdey aen den wint ZW met haert
weer ende hol weder ~~het reevegaende getuyt~~
den vergaende halve dach ende hele nacht.

So. 2 ditto godewoy 16 mille 11 oten o den wint outrent Hol-
west bij gissinge de hochte van 61 graden den 3 en
met hoel hol waeter dien dach gevonden
verwilt boeven ende voer in gestaegen met ver-
laegen weder dese dach hier opt schip een kint
geboren dies den vaeder is gegaen ende in engelant
is gedoopt Storm de moeder aenstie haemts
geheidt hiet vergaeven de stuyl

Entries in log of the ship Rensselaerswyck, November 1 and 2, 1636. Entry for Sunday, November 2, records the birth of Storm van der Zee, the eldest son of Albert Andriesz Bradt and Annetje Barents
From *V. R. B. Mss* 11. Original size

passed *Caep finnesiaer*,[64] to wit, to the north of it, in great peril and were drifting into the bay, I knew nothing better to do than to hold a council with the supercargo, the mate and other advisers, to decide what had best be done in the matter. We concluded in the said council to put the helm hard up and to steer in God's name toward the Channel and try to get into *faelmuiden*[65] or *pleijmuiden*,[66] which was done and at noon we found the latitude to be 43 deg., 9 min., wind and weather as above. With two courses we proceeded toward the N.N.E. The day gone.

	Course	Leagues	Latitude
Fr. 7	N.E. by N.	sailed 23	44 deg., 23 min.

The wind about west. Last night we drifted for six hours without sail on account of the terrible wind and the high seas. During the day watch it was a little better and we set our courses. The day gone.

Sat. 8 N.N.E. 31 leagues the latitude 46 deg., 19 min. The wind about west with a stiff topsail breeze, though most of the time we sailed with two courses. This afternoon we sailed with two topsails and during the night again with two courses and in the forenoon with one topsail over the ocean. The day gone.

Sun. 9 N.N.E. 31 leagues the latitude 48 deg., 17 min. The wind about west. The past night we sailed with one course and the day before with a topsail and this above mentioned day with two topsails and the spritsail.[67] We sailed then N.E. Toward evening the wind changed to south and southeast and we set our course E.N.E. and during the day watch the wind changed to the E.N.E. varying in strength with calm and gentle breezes. The day gone.

	C.	l.	d.	m.
Mon. 10	N. E.	18	49	11

with varying winds but toward evening the wind became west changing to a stiff breeze and during the night it blew so hard that we ran before the wind with a foresail. Toward evening it was somewhat better. The day gone.

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[64] Cape Finisterre, Spain.
[65] Falmouth, England.
[66] Plymouth, England.
[67] *blint*, same as *blinde*, a sail set under the bowsprit, not now used.

Tu. 11 E. 20 49-10 by dead reckoning, the sky was overcast and weather uncertain. The wind was about S. W. and during the night we took the latitude by the stars; were at 49–35 min. The day gone.

Wed. 12 bottom 85 f E. 16 49–0 The wind about west and the weather rough, in the evening we sounded and found bottom at 85 fathoms. We then sailed N.E. till the first watch was over. We judged that we were near *heij sant*;[68] we sounded again and found the same depth, good Channel ground. We thought that we were in but it began to blow very hard and in the morning there was such a gale that our sails had to be taken in. Till morning.

Th. 13 near the *sorlings* In the morning the wind was south with very rough weather, we did not yet see land. We set our mainsail with great difficulty but took in our foresail and then sailed E.S.E. During the night in the second watch we saw land south of us. It was very bad weather; we could not see for the rain, thunder and lightning. We ran before the wind and according to our reckoning it must be the *sorlins*,[69] as we later found it to be; we then sailed N. W. with one lower sail. Toward daybreak the weather became a little better and in the day watch we turned toward the land to reconnoiter. The wind changed to the S.S.E. Till morning.

Fr. 14 near the *7 steen* In the morning the wind was as above so that we could not make the land we had seen during the night. We noticed however the *seeven steen*[70] which indicated sufficiently where we were. They were to starboard about a league off. The wind began to get stronger again. We looked for a good roadstead and thought it advisable to run behind *Caep Coernweal* so as to get into the small bay or haven which is there. When we got around the cape the wind changed to the east and N.E. and north and finally to the N.W. with terribly rough weather so that we

at *Caep Coernweal*

[68] Ile d'Ouessant, or Ushant Island, department of Finistère, France.
[69] Scilly Islands.
[70] Seven Stones; a group of rocks 18 miles W. by S. from Land's End.

could hardly carry half a mainsail. We got aground near the cape and at twilight our foresail blew away, for we were obliged to carry all the sail we could, and our main sheet broke and we let ourselves be driven to the north with one sail, but in the second watch the mainsail had to be taken in too, for it was no longer possible to carry any sail, as one thing or another would break and we were driven E.N.E. Till morning.

Sat. 15 by *londeij*[71]

In the morning the land lay close under our lee and we drifted toward it. We concluded to set our foresail and, as we could not keep away from the shore, to run in near the land during the day, thinking that we might make a port there called *bedeshaeuen*[72] or else *straton*.[73] When we came near the shore we were too far down. We were driven by the strong current so that with our foresail only we were carried along the shore trying to find some place where the ship and people would be safe. As it became late in the day, we decided that we could do no better than to run to an anchorage or land which we saw and which according to the description of the book must be a harbor, and concluded, if possible, to run in, or else to beach the ship, on account of the strong current and the severe W.N.W. storm and the fact that we were in a bay. Commending ourselves to God, we ran toward it with reefed foresail and when we came close to the shore, as the weather seemed to calm down and clear up a little, for it had been very dark before, we saw *Londeij* and hastily turned so as to sail on the wind, tacked and carried all the sail we could. We again raised our main topmast, which had not been up in eight or ten days, and set both the topsails. It seemed as if we would capsize or all our sails blow away.[74] We headed for a point above the cape called *haertlantpuint*[75] and during the night we came with God's

[71] Lundy Island; 10½ miles N.W. by N. from Hartland Point.

[72] Padstow Haven; this and most of the places that follow are points in Cornwall and Devonshire on or near the Bristol Channel.

[73] Stratton.

[74] *Het scheen of het onderste boeuen soude ofte al van boeuen neer dat daer op stont.*

[75] Hartland Point.

help to anchor under the lee of *londeij,* in 20 fathoms, with a W.N.W. wind. Till morning.

Sun. 16 in *ijlle facom* — In the morning the wind was as above. We weighed anchor and set sail for a harbor called *ijlle vacom,*[76] about four leagues from the island. On our way we saw a ship without mast drift by, and coming near the harbor a pilot came on board and brought us in. We found two Dutch ships lying there. One came from Spain with salt, and the other came from the West Indies; they also were driven from their course by the storm. The ship which came from Spain was in Ireland, or near *Caep Claere,*[77] among the cliffs and thought from its course and reckoning that it was among the *sorlings* and happened to get here; neither did the other which was among the *sorlings,* know where it was and it came here also toward evening. Till morning.

Mon. 17 — The wind as above with rain and strong wind storm so that we could not do anything to repair the ship but only supply the people with some fresh provisions. Some families went on land.

Tu. 18 — As above. *dirck koersen*[78] went to *pleijmuits.*[79]

Wed. 19 — As above.

Th. 20 — As above.

Fr. 21 — Wind was east with rough weather.

Sat. 22 — The wind west with bad weather.

Sun. 23 — As above.

Mon. 24 — I went to *batstaepel,*[80] where two English vessels lay, to arrange to sail in company with them.

Tu. 25 — Wind and weather as above.

Wed. 26 — As above.

Th. 27 — As above.

Fr. 28 — As above.

Sat. 29 — *dirck kuirsen* came back from *pleimuiden.*

Sun. 30 — As above.

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[76] Ilfracombe; the distance from Lundy Island is about 23 miles.
[77] Cape Clear.
[78] Dirck Corssen Stam, supercargo of the vessel.
[79] Plymouth.
[80] Barnstable.

December

Mon. 1 Abatement of weather and wind.

Tu. 2 The wind was S.E. with a stiff gale and dark weather.

Wed. 3 The two ships from Holland set sail from here with two Newfoundland traders. Wind east.

Th. 4 The storm blew from the east.

Fr. 5 As above.

Sat. 6 As above.

Sun. 7 As above.[81]

Mon. 8 The wind as above; in the evening when some of our passengers had gone on land to sit and drink in the tavern, where we were sitting with an English merchant to sell our goods, there were two there, of whom one struck to the ground the other, named *Cornelis toemesz smit*;[82] the offender was his helper *hans*[83] and * * *[84]

Tu. 9 It was a day of prayer here for the whole neighborhood on account of the severe sickness which God is sending them. The wounded man died this morning and was buried in the afternoon.

Wed. 10 As above, and we began to get our hold ready.

Th. 11 As above.

Fr. 12 As above.

Sat. 13 As above.

Sun. 14 As above.

Mon. 15 As above.

Tu. 16 As above.

Wed. 17 As above; and as matters relating to the accident had not yet been cleared up, they took the rudder from our ship and brought it on land, on account of the crime.

Th. 18 The weather was changeable but not of the best.

Fr. 19 As above.

Sat. 20 As above.

Sun. 21 As above.

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[81] The entries for Dec. 1–7 are here repeated, the only variations, spelling excepted, being that between the words "and" and "wind" of the first entry are inserted the words "change of" and that in the entry for Dec. 3 the words "from Holland" are omitted.

[82] Cornelis Thomasz, the smith.

[83] Hans van Sevenhuysen; see p. 345.

[84] Sentence not finished in the original.

Mon. 22 The body was dug up again and the wound viewed by the criminal and the coroner or schout.

Tu. 23 They carried the offender away in the name of the king and let us fetch our rudder from land again and go free.

Wed. 24 A severe storm blew from the W.S.W.

Th. 25 The weather was fair and the wind as above.

Fr. 26 As above.

Sat. 27 *dirck Coersen* came from *batstaepel* and said that a Dutch ship had come to *appel doocr*[85] and that another lying under the lee of *londeij* had been anchored there for five days. They came from *roscl*[86] and had set sail with us. Some other ships had been with them in this bay but he did not know what had become of them on account of the bad weather. Wind as above.

Sun. 28 As above.

Mon. 29 As above.

Tu. 30 As above.

Wed. 31 As above.

End of the year 1636. By God's mercy in *ijlle fakom.*

Beginning of the year of our Lord 1637

January

Th. 1 As above. In God's name in the New Year.

Fr. 2 Change of wind and weather.

Sat. 3 Wind about north.

Sun. 4 As above.

Mon. 5 As above.

Tu. 6 As above.

Wed. 7 As above.

Th. 8 As above.

Fr. 9 out of *ille fakom* At three o'clock before daybreak we set sail in God's name and in the morning we were at the N.W. point of *Londeij.* The wind S.E. with steady weather. We sailed then W.S.W. by W.

Sat. 10 At noon *Caep Coernwal* lay south of us; we were about 10 leagues from land. Calms and fitful

[85] Appledore, in Devonshire.
[86] La Rochelle.

breezes. We went over to the Irish coast. That day and night and toward daybreak, the wind turned to the S.S.E. with a stiff mainsail breeze. We sailed then S.W. and about an hour later the wind changed to the west and at once blew so hard that we could carry only one lower sail. We sailed south.

Sun. 11 — About noon we could not carry any sail on account of the wind. We still sailed south and drifted E. by S. toward the coast. During the night we had a severe storm.

Mon. 12 — In the morning we did not see land, which surprised us, for the whole day we had not realized that the current was carrying us farther from shore than we reckoned. Toward evening with great difficulty we lowered our main topmast on account of the severe storm and steered toward the north, sailing N.N.E. because the night was at hand. It was dark weather toward evening and this lasted all night.

Tu. 13 ground in the Channel — In the morning we cast the lead and struck good Channel ground at about 65 fathoms. We assumed then that we were south of the *socrlings*[87] and set our course S.W. by W. At noon our latitude was 49 degrees, 0 min., by dead reckoning S. by W. of the *socrlings*. Till noon.

	Course	leagues	deg. min.	
Wed. 14	S.W. by W.	12	48–37	The wind fitful with beautiful weather. In the first watch the wind changed to the N.W. blowing a topsail breeze and we sailed S.W. The day gone.
Th. 15	SW.	12	47–35	The wind N.W. with steady weather. The day gone.
Fr. 16	S.W by S.	26	46–0	with varying winds but mostly from the west with beautiful weather. This day we bent our new mainsail with both the topsails and sailed S.S.E. with lower sails set. The day gone.
Sat. 17	W. by N. ½ N.	6½	46–8	by dead reckoning; the wind about south with a stiff gale and during the night the wind changed to the S.E. We sailed then S.W. with steady weather. The day gone.

[87] Scilly Islands.

Sun. 18 W.S.W. 11½ 45-51 by dead reckoning; the wind fitful with calms but mostly S.E. with drizzling rain till midnight. The wind then changed to the N.E. The day gone.

Mon. 19 S.S.W. 26 44–16 by observation; the wind about east, steady breeze with gray sky. The day gone.

Tu. 20 S. by W. 40 41–14 by observation; the wind as before, stiff topsail gale, continuous clear weather. The day gone.

Wed. 21 S. by W. 33 39–0 by observation; the wind as above, steady breeze. The day gone.

Th. 22 S. by W. 20 37–15 by observation; the wind about north with steady breeze and clear weather. This day we made two more gun carriages and mounted a gun, so that we now had four on deck. We could for the present not put any more on deck. The day gone.

Fr. 23 S. by W. 28 35–49 by observation; the wind about north, steady topsail gale. The day gone.

Sat. 24 In the morning we saw a sail to starboard under our lee. The wind was N.E. and we sailed south. He made sail toward us. We kept our course and cleared away the chests and cows so that we obtained a clear deck, which took us till shortly after noon.

near the Frenchman When we were ready we waited for him with furled sails and when he came near us we hailed him. He answered that he came from *rooscl*[88] and was looking for good booty. We said that we were also looking for a good prize. He remained near us for about an hour and then headed for the west when each of us fired a salute. He had four iron and two metal cannon on board.

near *poerte sante* This morning we saw *poerte sante*[89] which lay S.W. from us. We had fine weather and at noon our latitude was 33–16 and in the evening we got near the west side of *poerte sante* and ran then S.W. by S. till the second watch, with a gentle breeze. We then took in the foresail[90] and waited for the day. The day gone.

[88] La Rochelle.
[89] Porto Santo, an island of the Madeira group.
[90] *Doen haelden wij' onse voek op de mast.*

Sun. 25 near *madeire* — In the morning about an hour after sunrise we were between *poerte sante* and *madeere*.[91] About two o'clock in the afternoon we got a steady breeze from the W.S.W. and ran south and in the evening the S.W. point of *madeere* lay 12 leagues N.N.W. from us. Our latitude by dead reckoning was then 31 deg. 40 min. From there we sailed W.S.W. with rough weather and lower sails. The wind about north with high seas. This night about three o'clock a child[92] was born; the father is *montanij*[93] and the mother *raegel*.[94] The day gone.

a child born

	Course	leagues	lat.	condition of the weather
Mon. 26	W.S.W.	30	30–55	by observation. The wind about north with rough weather and high seas. The day gone.
Tu. 27	W.S.W.	45	29–38	by observation. The wind about N.E. with rough weather and high seas. Carried two lower sails and had clear weather. The day gone.
Wed. 28	W.S.W.	45	28–35	by observation. The wind about N. E. with continuous rough weather and high seas. Carried the foresail and one topsail. The day gone.
Th. 29	W.S.W.	43	27–29	by observation; the wind about north, steady breeze most of the time. The day gone.
Fr. 30 a child born	S.W. by W.	36	26–12	by observation; the wind about north, mostly stiff topsail gale. About two o'clock in the night a boy[95] was born; the name of the mother is *Cactelin*. The day gone.
Sat. 31 variation of the compass	W.S.W.	47	24–57	by observation; the wind about northeast, mostly stiff topsail breeze with clear weather. Took the azimuth of the sun; variation of the compass 0 deg. 14 min. N.W. The day gone.
February Sun. 1	W.S.W.	46	23–44	N.E. stiff topsail breeze, generally with fine weather. The day gone.

[91] Madeira.
[92] Marie. See Riker, *Harlem; its origin and early annals*, p. 140.
[93] Johannes La Montagne.
[94] Rachel.
[95] Hendrick Cornelisz Maesen, son of Cornelis Maesen, and Catelijntie Martens. See footnote p. 181.

Mon. 2 W.S.W. 43 22–38 N.E. stiff topsail breeze, clear weather. We were five minutes south of the tropic. The day gone.

Tu. 3 W.S.W. 38 21–40 N. steady gale, mostly clear weather. From here on the course was changed and we sailed west. We were south of the tropic 26 leagues or 1 deg. 46 min. during the past day.

variation of compass

Wed. 4 W. by S. 36 21–13 5–0 N.W. variation. The wind north, steady breeze, with clear weather. The day gone.

Th. 5 W. ½ S. 28 21–4 gentle topsail breeze, wind north. This night a flying fish flew on board our ship. The day gone.

Fr. 6 W. 18 21–1 6–0 N.W. variation. The wind north with gentle breezes. The day gone.

Sat. 7 W. 30 20–58 N. stiff topsail gale and high
weeds seas for the past day.

Sun. 8 W. ½ N. 40 21–10 N. with rough weather,
weeds with lower sails the past day.

Mon. 9 W. ½ N. 35 21–17 N. rough weather with
weeds lower sails the past day.

Tu. 10 W. 42 21–15 N. hard topsail gale the past
weeds day.

Wed. 11 W. ½ N. 38 21–30 by dead reckoning; N. with stiff topsail gale. This noon we changed our course and then sailed N.W. by W. The wind as before with lower sails and in the afternoon there was a severe storm with thunder, lightning and rain so that we took in all our sails, but toward the end of the second watch it became somewhat better. We set both our lower sails, the foretopsail and mizzen-sail and then sailed about N.W. The wind N.N.E. The day gone.

Th. 12 N.W. 16 22–6 N.N.E. Fair weather the past day.

Fr. 13 N.W. 20 23–1 N.E. Changeable weather the past day.

	Course	leag.	lat. by reck'g deg. min.	long. by reck'g deg. min.	lat. by obs'n deg. min.	deg. min.
Sat. 14	N.W. ½ N.	37	0–0	34–18[96]	24–57	0–54

variation of the compass. The wind about N.N.E., topsail breeze. During the day we sailed 37 leagues; the latitude 24–57; a steady topsail breeze. We took the sun's azimuth at its setting and found the variation of the needle to be 0 deg. 54 min. N.W. The weather was fine and we then sailed fully N.W. by N.

	C.	leag.	lat. reck.	long.	lat. obs.		
Sun. 15	N.N.W.	26	26–31	35–2	26–33	0-0	N.N.E.

Steady breeze. We had then sailed 26 leagues N.N.W. and our latitude was 26–33; longitude 35–2; the wind N.N.E. with fine weather and in the evening it became calm. The day gone.

	C.	leag.	lat. reck.	long.	lat. obs.	deg. min.
Mon. 16	N.W by N.	20	27–40	35–50	27–41	6–40

We had sailed N.W. by N. 20 leagues and our latitude was 27–41; the longitude was 35–50; and on taking the sun's azimuth at its setting we found the variation to be 6 deg. 40 min. N.E.; the wind about N.N.E. The day gone.

Tu. 17	N.W. by N.	26	29–7	36–55	0–0	0–0

The wind southerly, high swells from the N.W. with fine weather at noon, the wind fitful and changed soon to the west, weather unsettled. We had much rain, thunder and lightning and in the afternoon we took off our bonnets,[97] veered about and went about S.W.

Wed. 18	W. by S.	5	29–0	37–15	0–0	0–0

Variable weather but fair. We sailed N. W. with [occasional] calms. The day gone.

Th. 19	S.W. by S.	3	29–50	37–6	28–48	0–0

The wind fitful but we drifted quietly, mostly S.W.; latitude and longitude as above. The day gone.

Fr. 20	W.N.W	16	29–12	38–13	29–12	0–0

N.N.E. Stiff topsail breeze. Course, leagues, latitude and longitude as above. Toward daybreak there was a very strong wind. The day gone.

[96] Early navigators used various prime meridians. From the entries for Sept. 7 and 8, 1633, it appears that this skipper employed the meridian first adopted by Mercator, that of the island Corvo of the western Azores, 31° 7′ W. of Greenwich.

[97] Bonnet; a supplementary piece of canvas laced to the foot of a sail in light winds; formerly it was sometimes laced to the top of the sail.

Sat. 21 N.N.W. ½ W. 25 30–40 39–2 30–41 0–0 N.E. with rough weather. Course, leagues, latitude and longitude as above. The day gone.

Sun. 22 N.N.W. ½ W. 36 32–48 40–22 32–48 0–0 S.S.E. Steady breeze. Course, leagues, latitude and longitude as above, but in the afternoon and the early part of the night we had a stiff breeze from the east; we changed our course and went north. The day gone.

Mon. 23 N. 9 33–23 40–22 33–23 3–0 S. with calms. Course, leagues, latitude and longitude as above. Variation of the needle 3 deg. 0 min. N.W. With clear weather, the day gone.

	C.	leag.	lat. reck.	long.	lat. obs.	wind
Tu. 24 left the weeds	N. by W.	35	35–43	41–13	0–0	W.S.W.

Rough weather. Course, leagues, latitude and longitude as above. We had dark weather with much rain. About noon there was a waterspout behind our ship which drew the water like smoke to such a terrible hight that we were afraid of it; we took in all our sails but it was soon over and passed behind us at close range without hurting us. The day gone.

	C.	leag.	lat. reck.	long.	lat. obs.	
Wed. 25 ground at 50 fathoms	N.W. by N.	22	36–55	42–13	36–56	E.N.E.

Stiff breeze, we had during the day much change of wind and terrible thunder, lightning and rain. Toward evening there was a gentle breeze and after supper we cast the lead and found at 50 fathoms small black stones and also small red ones, some as large as shot, together with grayish sand, at this latitude and longitude about 10 miles from land. We went then N.N.W. the wind N.E. with a gentle breeze and when the first watch was over we sounded again and struck sand at 18 fathoms. Course and wind as before. At four bells in the second watch we found sand at 12 fathoms, the depth having become steadily less up to this point. Course and wind as above. We then took in our topsail and turned to the S.E., the wind being E.N.E. We sailed for four glasses [two hours] or till we had 17 fathoms; then we turned and sailed north and set our topsails to a gentle breeze.

	C.	leag.	lat. reck.	long.	lat. obs.	N. W. var.
Th. 26	N.W. by N.	10	37–29	42–39	37–29	13–20

The wind fitful with calms. In the forenoon we found most of the time 20, 19 or 18, but also 17 and 15 fathoms, but not long after we saw land, the depth ranging from 15 to 20 fathoms. We did not know where we were for it was foggy weather. We supposed that there might be a bank, as the southern colonies of the English were quite near and as we had had in the afternoon the above course, leagues, latitude, longitude and variation. We were about three miles from land and found 14 fathoms of water, with foggy weather, so that we could not tell much about the land. At about three o'clock in the afternoon *smits* Island[98] lay about three leagues W. N.W. from us. Seen from there the island looks as follows: the upper part is hard to recognize, the north point is indented, and it seems as if a small flat island lay at the south point.

	C.	leag.	lat. rec.	long.	lat. obs.	var.
Sat. 28	N. by E.	20	39–43	43–35	39–43	0–0

the wind S.W., a gentle breeze and the course sailed, leagues, latitude and longitude as above. During the past night we had a steady breeze from the S.W. with rain, thunder and lightning. We were about N.N.E. of *Caep hinlooep*.[99]

	C.	leag.	lat. reck.	long.	lat.obs.	W. var.
Sat. 17	N. by E.	20	39–43	43–35	39–43	0–0

The wind W.N.W., gentle breeze, course, leagues, latitude and longitude as above. During the night we had showers, as if we were near land. By reckoning we were six leagues from land. We found 22 fathoms of water and ran close to northward. We sounded often and found sometimes 22, but also 20, 18, 17, 15, and then again 22 fathoms and we saw many whales. We then sailed mostly N.W. The whole night long with calms and that night we saw many fires burning.

[98] Smith Island; east of Cape Charles, the northeastern end of the island is about 75° 40′ W. and 37° 11′ N.

[99] Cape Henlopen.

March

Sun. 1 — In the morning we were about two leagues from land and in 16 fathoms, S.W. from the north point of the *baernde gat,*[99a] *bloemerts puint*[1] being north of us. We saw many whales, some 10 or 20 swimming for at least two hours about our ship; we supposed that they were taking their course from the south to the north. At about six o'clock in the evening at sunset we came to anchor behind *godins puint*[2] in five fathoms, good anchorage. God be praised for his mercy.

behind *godins puint*

Mon. 2 — In the morning the wind was N.W. with rough weather so that we could not make the *hoefden.*[3] Our boat landed at *godins puint* for the purpose of shooting geese and stayed over night there. It was bitterly cold.

Tu. 3 — At noon the weather was somewhat better as far as the wind was concerned though it was N.W. and very cold. Our boat returned and we could not do anything else.

Wed. 4 — The wind as above with a gentle breeze. We weighed our anchor and arrived at four o'clock in the afternoon at the *manatans,* where we found an English vessel. God be praised for our safe voyage thus far. As we learned here that the river was still closed up above we remained here.

manatans

Th. 5 — As above, the wind west.

Fr. 6 — The wind east.

Sat. 7 — We began to clear our hold and brought our empty water casks on land.

Sun. 8 — Two of the children born on our ship were baptized here. The wind N.W.

Mon. 9 — As above.

Tu. 10 — As above.

Wed. 11 — As above. South.

[99a] Barnegat Inlet.

[1] Blommaert's Point; Norton's Point, at the west end of Coney Island was called Blommaert's Point and is referred to as such in the present log, under date of Aug. 8th, p. 383. At the time of the present entry the ship was so far south of Norton's Point that it could not have been visible and it is possible that some point on the New Jersey coast had the same name.

[2] Godyn's Point; now Sandy Hook.

[3] The headlands at either side of the Narrows; called also Hamelshoofden.

1637

Th. 12 As above.

Fr. 13 The wind north with storm.

Sat. 14 The wind south with snow.

Sun. 15 In the evening *Claes raemaecker* came out into the bay and also near *noten* Island[4] and during the night a ship came *direk Cuirsen*[5] sailed up the river. The wind south.

Mon. 16 *Claes* came on board. This day we fetched some goods from land. The wind south with fair weather.

Tu. 17 In the afternoon the wind was about west with rough weather.

Wed. 18 As above.

Th. 19 As above, with rain.

Fr. 20 As above.

Sat. 21 I brought most of the merchandise on land into a house and left the mate[6] in charge, with orders to sell it. With the consent of the director, we got ready to sail up the river with the ship.

Sun. 22 The widow of *Cornelis smits*[7] was married here at the *manatans* to *aercnt steffeniers*.

Mon. 23 The wind about north.

Tu. 24 The weather calm, *Peter cornelis*[8] went up the river in a yacht.

Wed. 25 The wind N.E., rain and rough weather.

Th. 26 We sailed up the river in the ship with calm weather and in the evening came to anchor near *sapachenikan*.[9]

Fr. 27 In the morning we set sail again with calm weather and very light northerly breeze and at about nine o'clock at night we anchored on account of the darkness. We had sailed about eight leagues.

Sat. 28 In the morning we set sail and came to the *hoege lant*.[10] The tide went out and the wind was contrary so that we anchored there about four o'clock in the afternoon.

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[4] Nut Island, now Governor's Island.

[5] Direk Corssen Stam, supercargo of the vessel.

[6] Hendrick de Forest.

[7] Cornelis Thomasz, the smith; cf. entry of Dec. 8, 1636.

[8] Pieter Cornelisz van Monnickendam.

[9] Sapokanican, or Sappokanican, later Greenwich village and now that part of New York City between 14th and Houston sts. on the Hudson River.

[10] The Highlands.

Sun. 29 In the morning *dirck Coersen* came down in the yacht and boarded our ship again; the yacht sailed on with a north wind.

Mon. 30 The wind as above with rough weather.

Tu. 31 In the morning the wind was about S.W. with fair weather. We got under sail and came to the *esoepes.*[11] In the evening the wind changed to the north and blew hard.

April

Wed. 1 As above.

Th. 2 In the morning the wind turned to the south and we set sail and came to anchor about a mile above *Catskil.* The wind was then about east.

Fr. 3 In the morning the wind was about south with a drizzling rain. We set sail and in the evening came to anchor about half a mile below *beren* Island,[12] on account of calms and contrary wind.

Sat. 4 As above.

Sun. 5 As above

Mon. 6 In the evening the wind changed to the south. We set sail but were becalmed. Getting a fair breeze during the night we sailed on.

Tu. 7 About three o'clock in the morning we came to anchor before *foort oeranien,*[13] the end of our voyage upward.

Wed. 8 The wind north.

Th. 9 We delivered some goods to *ijaeckop planck.* The wind as above.

Fr. 10 Cleaned our deck.

Sat. 11 The wind as above.

Sun. 12 As above. Easter.

Mon. 13 As above.

Tu. 14 As above.

Wed. 15 As above.

Th. 16 As above. Delivered some goods.

Fr. 17 As above.

Sat. 18 As above.

Sun. 19 As above.

Mon. 20 We delivered the smith's coal.

[11] Now Kingston.
[12] Barren Island.
[13] Fort Orange.

Tu. 21 As above.
Wed. 22 As above.
Th. 23 As above.
Fr. 24 As above.
Sat. 25 As above.
Sun. 26 A yacht came here from the *manatans*.
Mon. 27 As above.
Tu. 28 As above.
Wed. 29 The yacht went from here to the *manatans* with seed.
Th. 30 As above.

May

Fr. 1 The wind about south.
Sat. 2 As above.
Sun. 3 As above.
Mon. 4 As above.
Tu. 5 Easterly wind with rain.
Wed. 6 As above.
Th. 7 As above.
Fr. 8 As above.
Sat. 9 As above.
Sun. 10 Very cold weather with rain.
Mon. 11 Northerly wind with much sun.
Tu. 12 As above.
Wed. 13 In the night the wind became south.
Th. 14 As above.
Fr. 15 We went with our goods to the great falls, four leagues above *fort ocranien*.
Sat. 16 Fine weather. The wind about south.
Sun. 17 As above.
Mon. 18 As above.
Tu. 19 *maerten gerrits* went to the *manatans*. This day we unloaded our millstones and got ready to set sail. The wind south.
Wed. 20 The wind as above. We lay ready to sail and waited for the wind. This day a yacht came from the *manatans* and the yacht *sinte maertin* with cattle.
Th. 21 The wind as above.
Fr. 22 The wind as above.
Sat. 23 The wind as above.
Sun. 24 The wind as above.

Mon. 25 The wind as above.
Tu. 26 The wind as above.
Wed. 27 The wind as above.
Th. 28 The wind as above.
Fr. 29 The wind as above.
Sat. 30 The wind as above. ,
Sun. 31 In the morning the wind N.W. We set sail and ran past *smacks* Island and anchored there.

June

Mon. 1 In the morning the wind was about north. We set sail and came near *nocten hoeck*.[14]

Tu. 2 The wind was S.W. and south; a light breeze. We then drifted down with the tide and by flood time came to anchor about a league below *noeten hoeck. maerten gerrits,* who was going up the river, came on board there.

Wed. 3 In the morning it was still calm and we drifted along with the ebb tide but later there was a light breeze so that we came to anchor two leagues north of *madeiecns* Island.[15] We got some ballast there and turned over some smith's coal to the yacht *sinte maertin.*

Th. 4 It was calm and we drifted along with the ebb tide and came before the *grooete ecsoepes*.[16] There we got a steady breeze and sailed down into the *lange rack*[17] where it became calm and the flood returned.

Fr. 5 In the morning it was still calm and we drifted with the ebb tide but at noon we got a fine breeze and came to anchor near *polleepels* Island,[18] for the wind was south.

Sat. 6 Stiff breeze. The wind as before.
Sun. 7 As above.
Mon. 8 As above.

[14] Nutten Hook; opposite Coxsackie.

[15] Magdalen Island; about two miles south of Saugerties.

[16] Great Esopus; now Rondout Creek, which empties into the Hudson River at Kingston.

[17] The long reach, which extends from Crum Elbow Point, about four miles north of Poughkeepsie but on the west side of the river, to Polopel's Island.

[18] Literally, Pot-ladle Island; now called Polopel's Island, opposite Cornwall-on-the-Hudson.

Tu. 9 — As above with fair weather and in the afternoon we set sail and by tacking went down as far as the *hooge lant,* where we came to anchor during a calm and the flood.

Wed. 10 — The wind as above. We tacked past the *hoege lant* and in the evening came to anchor between *haeuer stroo*[19] and the *verdrietigen hoeck*.[20]

Th. 11 — In the morning the wind as above with a steady breeze and we kept on tacking till off the kill at the north end of the *manatans.*

Fr. 12 before the *manats* — It was calm and we drifted with the ebb tide before the *manatans* about eight o'clock in the morning.

Sat. 13 — A southerly wind and we thought it advisable to go at the first opportunity to the southern English settlement.

Sun. 14 — The wind as above.

Mon. 15 — As above.

Tu. 16 — As above.

Wed. 17 — As above.

Th. 18 — As above.

Fr. 19 — The wind about north.

Sat. 20 from the *manatans* — The wind as above and we set sail to go south and when we came into the bay the wind changed to the S.E., with dark weather and a gale. We could not see; we then turned about and ran again between the *hocfden*[21] and anchored there.

Sun. 21 *godins puint* — At noon the wind was about N.E. We set sail and in the evening came to anchor below *godins puint*[22] in seven fathoms.

Mon. 22 *baernde gat* — In the morning the wind as above. We set sail and ran out into the open and in the evening at sunset we were N.W. from *baernde gat,*[23] about two leagues from land. The wind as above, a light breeze. During the night there was a steady breeze from the same direction. We then sailed S.S.W. till midnight when we changed to S.W. by W.

[19] Haverstraw.

[20] Verdrietige Hook; between Haverstraw and Nyack. The name means Dismal or Tedious Point.

[21] The headlands at either side of the Narrows.

[22] Now Sandy Hook.

[23] Barnegat Inlet.

Tu. 23 In the morning we did not see land and kept the same course. The wind as above and light breeze. We reckoned that we were about S.W. by W. of *Caep macij*.[24] We found various depths during the night, probably due to banks which lie there as the charts show. At noon we saw land and in the evening on account of the light breeze we approached the coast and landed about four leagues south of *Caep hinlooep*.[25] We turned about and sailed mostly S.E. The whole night the wind was S.W. but toward daybreak south.

Caep hinlooep

Wed. 24 We turned toward shore and sailed west, the wind about S.S.W., and in the afternoon we arrived at about eight leagues south of *Caep hinlooep*. At a distance of about four leagues the land seemed broken, but this is caused by the lowness of the land and the high trees which are found there, by which it can be easily recognized. We turned away from shore and came to anchor in 10 fathoms as we could not make any headway.

Th. 25 In the morning the wind was northerly and there was a light breeze. We set sail and in the afternoon the wind became S.S.W. We then sailed west till we came near the shore, where we again found flat land and high trees but especially dense woods. We again turned from shore and the wind suddenly changed to the W.N.W. There was a steady breeze and we sailed then S.W. by S. and at sunset the wind changed again to the south with [occasional] calm. We anchored in 10 fathoms, fully a league from shore.

Fr. 26 In the morning the wind was as above and there was a light breeze. About noon the wind turned to the S.E. and there was a steady breeze. We sailed S.W. and came near the island caled *verses* Island,[26] where there is a channel between the island and the mainland. We turned from shore and came to anchor in six fathoms, for the wind was S.W. with [occasional] calms and the current was against us.

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[24] Cape May.

[25] Cape Henlopen.

[26] Should probably be Verkens, or Varkens, Island, of which the present name, Hog Island, is a literal translation. The island is about 20 miles north of Cape Charles.

Sat. 27 — In the morning the wind was as above with calms. We set sail and arrived before the inlet of *matse ponge*[27] which lies at the west end of the aforesaid island, near a large sand bank to port and the island to starboard. The inlet[28] north of the island is probably the nearest to *matsc ponge*. We tacked along past the sand bank.

Sun. 28 — In the morning on account of contrary winds we came again to the point whence we sailed the previous evening. We then headed again for the sea the wind being about S.W. and toward evening we anchored in seven fathoms.

Mon. 29 below *smits* Island — In the morning at sunrise the wind changed to the north. We set sail and about noon we came to anchor below *smits* Island,[29] on the west side. God be praised for his mercy thus far. The same day our mate went on land to further the work.

Tu. 30 — We moored the ship to the shore by a cable, in 4½ fathoms.

July

Wed. 1 — As above.

Th. 2 — As above.

Fr. 3 — As above.

Sat. 4 — Strong north wind.

Sun. 5 — As above. Good weather.

Mon. 6 — As above.

Tu. 7 — As above.

Wed. 8 — As above.

Th. 9 — As above.

Fr. 10 — As above.

Sat. 11 — We were ready to sail. North wind.

Sun. 12 from *funis* Island — In the afternoon we sailed in company with an English yacht. The wind N.W. and during the night we drifted in a calm.

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[27] Great Machipongo Inlet.

[28] Little Machipongo Inlet.

[29] Smith Island; east of Cape Charles. *funis* Island, mentioned below, is doubtless a mistake for *smits* Island.

Mon. 13 At noon there was a steady breeze from the N.W. and toward evening the wind was about east. In the evening we came to anchor in five fathoms. *suits* Island lay W.S.W. from us and *matsepongc* somewhat north of N.N.E. During the night the wind became south with [occasional] calms. We set sail and ran east.

Tu. 14 In the morning *matsepongc* lay north from us. We then sailed N.E. with a light breeze from the south and in the afternoon there was a stiff breeze. Wind and course as above and at sunset the wind changed to the west and there was thunder, lightning and rain. We took in our sails and the whole night sailed N.E. with a foresail.

Wed. 15 In the morning the wind was as above and there was a stiff breeze. We set sail and went north and at about nine o'clock in the forenoon we arrived before the *grooeten eiierhaeuen*[30] and in the evening between *baernde gat* and the *sadel*.[31] That night we let ourselves drift till daybreak and then set sail. Wind and weather as above.

Th. 16 In the morning *rinselaers hoeck*[32] lay about two leagues north of us. The wind about west, we tacked into the bay and at about four o'clock in the afternoon arrived before the *manatans*.

Fr. 17 As above.

Sat. 18 As above.

Sun. 19 As above.

Mon. 20 As above. The carpenters came on board.

Tu. 21 As above.

Wed. 22 As above.

Th. 23 As above.

Fr. 24 As above.

Sat. 25 The carpenters finished their work.

Sun. 26 About two o'clock in the morning my mate *heindrick de freest* died.[33]

Mon. 27 In the afternoon he and a child were buried.

Tu. 28 We were ready to go to the watering place.

[30] Great Egg Harbor, a short distance below Atlantic City.
[31] The Saddle.
[32] Rensselaers Hook; now Navesink Highlands.
[33] Hendrick de Forest; cf. Riker, *Harlem; its origin and early annals*, p. 143.

Wed. 29 We sailed to the watering place.
Th. 30 Our casks were filled with water.
Fr. 31 We cut firewood.

August

Sat. 1 Cut firewood as above.
Sun. 2 Hard wind and rain.
Mon. 3 As above.
Tu. 4 We got our water and wood on board and in the evening set sail toward the *manatans*.
Wed. 5 We arrived at the *manatans* in the afternoon.
Th. 6 As above.
Fr. 7 We sailed from the *manatans* to the *rooe hoeck*.[34]
Sat. 8 The wind S.W. and a light breeze. We sailed to a place below *bloemerts puint*.[35]
Sun. 9 The wind about south and we stayed there.
Mon. 10 We arrived below *godins puint*.[36] The wind as above.
Tu. 11 As above.
Wed. 12 As above.
Th. 13 As above. A gale.
Fr. 14 We sailed in the morning with a N.W. wind and from *godins puint* put out to sea and sailed S.E. by E. in the name of God. May He preserve *rinselaers wick*.

	C.	leag.	lat. reck	long.	lat. obs.
Sat. 15	S.E. by E. ⅓ E.	29	39–16	323–17	39–16 0–0

The wind N.W., light breeze. N.W.

Sun. 16[37]	S by W.	12	38–29	323–7	0–0 7–33

variation of the compass. The wind S.E., wind for courses and topsails till morning when the wind changed to the south.

Mon. 17	S. by E. ½ E.	15	37–32	323–27	0–0

rough weather, wind for lower sails only.

Tu. 18	E. by S. ½ S.	15	37–15	324–35	

The wind S.W., rough weather, thunder and lightning.

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[34] Red Hook; a point on the Brooklyn shore about half a mile south of Governor's Island.
[35] Blommaert's Point; see p. 374.
[36] Godijn's Point; now Sandy Hook.
[37] The abbreviations of course, leagues, etc., occur above nearly all the entries up to and including Sept. 25th, but it is not thought worth while to repeat them in this translation.

Wed. 19 E. by S. ⅓ S. 21 36–54 326–12 0–0 0–0
The wind S.W., stiff topsail breeze. Last night we had changeable weather. First we carried two courses but now the topsails. We changed our course and ran S.E. by E. ½ E.

Th. 20 E. by S. 18 36–19 327–39 0–0 0–0
The wind north, stiff topsail breeze. Last night we had much rain and variable wind, mostly S.W.

N.W.

Fr. 21 E. by S. ½ S. 29 37–46 329–54 0–0 5–4
The wind N.E., topsail breeze, S. by W. from the *baermaedes*,[38] fine weather and we sailed east.

Sat. 22 E. by N. ⅓ E. 16 35–54 331–11 0–0 0–[0]
The wind north, light breeze and fair weather.

Sun. 23 E. by N. 8 36–0 331–49 35–18 0–0
The wind N.W. with [occasional] calms and fair weather.

Mon. 24 E. by N. ½ E. 23 35–31 331–39 35–28 0–0
The wind N.W., various breezes and fair weather.

Tu. 25 E. 5 35–28 333–59 0–0
fitful winds and calms.

Wed. 26 E. by N. 23 0–0 335–49 35–45
The wind S., unsteady.

Th. 27 E. by N. 18 35–59 337–15 0–0
The wind S. W., raw weather, low sails.[39]

Fr. 28 E. by N. 36 36–27 340–9 0–0
The wind S.W., raw weather keeping all hands busy, low sails.

Sat. 29 E. by N. 30 36–50 342–35 0–0
The wind S.W., weather keeping all hands busy.

Sun. 30 E. ½ N. 38 0–0 345–6 37–0
The wind S.W. topsail breeze, fair weather.

Mon. 31 N.E. ½ N. 23 37–49 346–37 0–0
The wind S.W., light topsail breeze. We leave the Gulf Stream.

September

Tu. 1 E. by N. ½ N. 22 0–0 348–19 38–16
The wind S., light topsail breeze, fair weather.

Wed. 2 E. by N. 28 0–0 350–26 38–37
The wind S., fitful weather.

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[38] Bermudas.

[39] *laege seilen*; possibly means that lower sails only were set.

Th. 3	E.N.E.	23	0–0	352–8	39–10	
	The wind S., raw, changeable weather.					
Fr. 4	E. ½ N.	25	0–0	353–49	39–23	
	The wind S., topsail breeze.					
Sat. 5	E.	31	39–23	356–29		0–0
	The wind S., raw, changeable weather.					
Sun. 6	E. by N. ⅓ N.	12	39–34	356–56		0–0
	The wind S., light breeze and at noon we saw a sail to our lee and toward evening it came near us. It was					
with *tibbout*	Capt. *tibbout* from *flissingen*.[40] That night we both drifted in a calm.					
Mon. 7	E. ½ N.	12	0–0	357–54	39–39	
parted	The wind S.W., light breeze and at sunset the north					
from him	point of *Coerua*[41] lay two leagues S.E. from us. Light breeze.					
Tu. 8	At noon the north point of *Coerua* lay about 16 leagues W. from us; latitude 40 deg. 10 min., longitude 1 deg. 4 min. Calms.					
Wed. 9	N.E. ⅓ E.	12	40–41	1–51		0–0
	The wind S.S.E., light breeze.					
Th. 10	N.N.W.	5	41–0	1–42		0–0
	The wind east, a gale with one sail.					
Fr. 11	N.W.	4	41–11	1–31		0–0
	The wind east, stiff topsail [breeze].					
Sat. 12	N.E. by N.	11	41–47	2–3	42–44	
	The wind S.E., light breeze.					
Sun. 13	N.E.	9	0–0	2–28	43–9	
	The wind S.E., calm.					
Mon. 14	E.N.E.	19	0–0	4–0	43–38	
	The wind W.S.W., light breeze, fair weather.					
Tu. 15	E.N.E.	26	0–0	6–7	44–19	
	The wind W.S.W., light breeze.					
Wed. 16	E.N.E.	30	0–0	8–35	45–2	
	The wind W.S.W., light topsail breeze.					
Th. 17	E.N.E.	27	45–43	10–55	0–0	0–0
	The wind W.S.W., gale.					
Fr. 18	E. by N.	5	45–48	11–33	0–0	0–0
	The wind north with calms.					
Sat. 19	E.	22	0–0	13–1	45–49	0–0
	The wind north and a light topsail breeze. In the					

[40] Vlissingen, on the island of Walcheren, Netherlands.
[41] Corvo, one of the Azores; see note on p. 371.

two sails evening we saw two sails to windward astern. They were sailing E.N.E. and we were then steering N.E., but it was not long before we changed to E.N.E. also and at sunset they were two leagues from us.

Sun. 20 E. ½ N. 27 0–[0] 15–34 45–49 0–0
The wind north, stiff topsail breeze. This morning we saw no sails.

Mon. 21 In the morning we saw a sail about a half league astern of us. He turned and ran W. by N. Seeing this we set all our sails and followed him. The wind was north and the breeze light so that we could make no progress on our voyage. We thought that it might be a Portuguese.

lat. at noon E. by S. 5 45–56 16–1 0–0 0–[0]
The wind north with calms. We followed him hard and in the night at the end of the first watch we came near him and asked him where he came from and he replied that he was from *rosel*[42] and came from *teerenooue*.[43] We told him to take in his sails to stay with us, which he did.

Tu. 22 In the morning we understood him thoroughly but it was not to our liking. We lowered our boat, went on board of him and took some fish. We cleaned the bottom of our ship somewhat for it was perfectly calm.

at noon W.S.W. 5 0–0 15–36 45–49 0–0
The wind or breeze east but at noon there was a steady breeze as above. We took leave of the other ship and both went north and at sunset he was about two leagues away from us. The wind as above.

Wed. 23 N. 25 47–29 15–36 0–0 0–0
The wind east, topsail breeze.

Th. 24 N. by E. 35 48–46 18–29 0–0
The wind S.E., stiff topsail breeze. At noon we saw a sail to windward about a league away; he also stood toward the Channel.

Fr. 25 E. by N. 32 0–0 20–37 48–54 0–[0]
The wind south, raw weather and at noon we cast the lead and struck bottom at 90 fathoms.

bottom

[42] La Rochelle.
[43] Terre Neuve; that is, Newfoundland.

Sat. 26 In the morning we sounded again and found then at 80 fathoms fine grayish sand. From that point we sailed east. We saw two ships which entered the Channel also. At noon we had sailed 36 leagues E. by N. and the latitude by reckoning was 49 deg. 20 min. The wind was west but changed to north. We then sounded again and found white sand at 75 fathoms. We then set our course toward the E.N.E. and thought that we were in the Channel near *heij sant*,[44] about 14 leagues away from it; it began to blow hard. That whole night we sailed with the two lower sails.

Sun. 27 In the morning the wind and course was as above. We saw three ships coming toward us; they were going S.W. but we did not speak them; and we saw also a fleet which followed them. In the afternoon there came another fleet in which were many Scotch ships and vessels from Lubeck and Hamburg, which we spoke. Bottom here at 60 fathoms. By our reckoning we were nine leagues N. by E. from *leesert*.[45] The wind north and turned to the west.

Mon. 28 In the morning it was very calm. We were surrounded by a fleet and about nine o'clock there was a fine breeze from the west. We then sailed N.E. and *leesert* lay N.E. by N. from us. During the night it blew hard and it was very dark. We laid to with one lower sail.

Tu. 29 In the morning we made sail again, but at one o'clock in the afternoon we saw *leesert* lying S.W. from us, at a distance of about two leagues and the wind changed to N.W. so that we could not make *faelmuiden*[46] and set course for *pleijmuiden*.[47] We arrived there in the evening and found no Dutch ships there.

Wed. 30 The wind south.

October

Th. 1 As above.

Fr. 2 As above.

[44] Ile d'Ouessant, or Ushant Island, department of Finistère, France.
[45] The Lizard.
[46] Falmouth.
[47] Plymouth.

Sat. 3 As above.
Sun. 4 As above.
Mon. 5 The wind east, we cleaned.
Tu. 6 The wind as above.
Wed. 7 As above.
Th. 8 As above.
Fr. 9 As above.
Sat. 10 As above.
Sun. 11 As above.
Mon. 12 As above.
Tu. 13 A fleet of about 140 sail came here. The wind as above.
Wed. 14 The wind as above. We sailed toward the fleet.
Th. 15 The wind south.
Fr. 16 As above.
Sat. 17 The wind west. We set sail with the fleet and toward evening it became calm so that the hindmost ship could not get out and we all anchored in the roadstead. At night came a breeze so that a ship drifted across our bow. We lost our anchor and cable, weighed and sailed again behind *draecken* Island.[48]
Sun. 18 In the morning the wind was S.E. and it blew hard so that we all entered the harbor again and in the afternoon the ship *haerlem* came in.
Mon. 19 The ship *de sout bergh* put in here also.
Tu. 20 The wind as above.
Wed. 21 As above with storm.
Th. 22 As above.
Fr. 23 The wind northerly, good weather.
Sat. 24 N.E. good weather.
Sun 25 S.E. with storm.
Mon. 26 As above.
Tu. 27 As above.
Wed. 28 As above.
Th. 29 As above.
Fr. 30 The wind N.W., sailed out into the roadstead.
Sat. 31 The wind about west. We sailed with a topsail breeze. In the evening we were N. by E. of *tuirbacij*.[49]

[48] St Nicholas or Drake's Island, in Plymouth Sound.
[49] Tor Bay, on the east coast of Devonshire.

November

Sun. 1 — In the morning we were about opposite *poertlant.*[50] The wind as above, stiff topsail breeze and in the afternoon we saw *wicht.*[51] It blew hard from the west and we ran before the wind with the foresail. At about midnight we saw *beuesier*[52] with very rough weather from the W.N.W. and the N.W. We then sailed E. by N. and later N.E.

Mon. 2 — In the morning we were off the French coast, south of the *oude man,*[53] with storm from the N.N.W. We turned again toward the west. This morning four Dunkirkers came among the fleet but did no harm.

Tu. 3 — The wind as above with stiff weather, for lower sails only.

Wed. 4 — From morning till noon it was calm and in the afternoon the wind became west, and at night we sailed between the *hoefden.*[54]

Th. 5 — In the morning the wind was as above with a topsail breeze and about noon a stiff topsail breeze.

Fr. 6 — About nine o'clock we came into *tessel.*

Sat. 7 — About nine o'clock in the morning we arrived in God's name before *amsterdam.*

Kiliaen van Rensselaer to Peter Minuit[55]

December 25, 1637

Pietter Minuijtt, commander under the crown of Sweden, on the ship *de calmer sleutel*[56] lying at the Texel

This 25th of December 1637

Heer Commandeur: This sudden change of weather and wind quite upsets me so that I must write today in haste and in an unbecoming fashion. Yesterday evening I had the goods specified in the enclosed invoice put on board the lighter of your honor's skip-

[50] Portland.
[51] Isle of Wight.
[52] Beachy Head.
[53] The Old Man.
[54] The Headlands.
[55] *N. Y. H. S. Mss, Letter Book,* f.95b. This letter is in the handwriting of Kilaen van Rensselaer.
[56] The Key of Kalmar.

per while the wind was still west, not thinking that this sudden change would come. It froze during the night and this morning the wind has become northerly with storm and high water and may very easily shift to northeast and so be exceedingly awkward for me, as none of my people who were to sail with you for my colony are at hand; if the wind becomes easterly, I am therefore constrained to recommend you in the most friendly and urgent manner not only to stow away and transport my goods dry in your honor's ship, but also at your convenience to deliver them at the *Manhatans* to my nephew *Wouter van Twiller,* or in his absence to some one else with recommendation from me to the director there, named *Willem Kijeft,* to have the same taken at the first opportunity to my colony of Rensselaerswyck and delivered to *Jacop planck,* my officer and *commis.* If I have time, I shall write to the said director, as well as to my nephew *Woutter van Twiller, Jacop planck* and others; if not, your honor must in this case do for me the best you can; in return you must command me wherever I can do you a service or kindness. I have paid to *Jan hendrixsz,* the skipper of your honor's ship, on account of board, transportation of my people and one half of the lighter freight, 70 *Ducatons* at f3:3 each, amounting to f220:10, which your honor can credit on the account of my people. I hope that the weather will stay a while as it is, so that some may get on board, especially my cousin *arent van Corler,* whom I recommend most strongly to your honor as he is still young and quite inexperienced; if not, your honor will no doubt be able to use yourself the provisions which your honor's skipper bought for these people, and, if not, deliver what remains at the *Manhatans* together with my other goods. The box No. M, in which are the six firelocks, is not included in the manifest;[57] you will be able to defend this [by counting] them among the necessary arms of your honor's or my people. Having no more time to spare at present, I pray that God Almighty may grant your honor a happy and successful voyage to the glory of His holy name and to the discomfiture of our common enemy. I had heartily hoped that your honor would have come once more yourself, which could still take place if the wind and the weather allow. Before your departure please advise me of the receipt of this letter and the goods.

N. B. Loaded in the lighter of *jacop jansen,* lighterman, to be taken to the Texel to the ship *de Calmer Sleutel,* commander *pietter*

[57] *Convoij brieff.*

Minuijt and skipper *jehan hendrixsz v de waetter;* this 24th of December 1637, in Amsterdam.

With manifest of the following items marked as in the margin.

A B C being three wooden boxes, contents according to manifest

D E F G H being five packing boxes[58]

N. B. I one ditto chest also included in the manifest which could not be got ready and will be sent herewith or later according to the time available

K L two barrels of salt (*smaltonnen*)

M a long box with firelocks; herewith, ordered by *hendrick Trip,* a keg with 50 lb of fine gunpowder

N a large wicker hamper with wooden utensils

O being five winnowing baskets tied together; a small barrel with grapevines for the Commander *Minuijt*

Kiliaen van Rensselaer to Jacob Albertsz Planck[59]

December 25, 1637

Jacop planck, in the colony of Rensselaerswyck

In Amsterdam, 25 December 1637

This in haste, serving only to transmit the enclosed invoice of the goods which I am sending you through the kindness of Commander *Pietter Minuijt,* who has made accommodation for them in his ships. If I have time I shall write you more at length; meanwhile take proper care of my affairs and enter these goods on my account. Do therewith the best you can and do not forget to send me at the very first opportunity the account of the goods sent to you by my small ship, charging the expenses of the people who came over with it according to the contracts sent you. Do not delay any longer either the accounts of the farms and my account with the Company and what further may be necessary. I must cut this short because it is Christmas and the wind now northerly may soon shift to the east. Yesterday evening and this morning the goods were loaded in the lighter to be taken to the Texel. I have not time to write more.

[58] *cargasoen kisten.*

[59] *V. R. B. Mss, Letter Book,* f.95b. This letter is in the handwriting of Kiliaen van Rensselaer.

P. S. If weather and wind allow, I shall write you about everything at length. I am very much displeased about the things which *dirrick Corssen* has done in my colony contrary to my instructions. This must not happen again or I should have to take entirely different measures. The longest of the six firelocks that are in the box you will deliver to *jehan lebattij*, carpenter, who ordered it of me, charging the same to his account. The gun itself cost f14, to which must be added the 50% advance. I have engaged six persons to go over this time, but not one is at hand. Among others there goes to serve you as assistant, my cousin *Arent van Corler*, who can copy everything and write me of all more at length than has been done thus far, for I long particularly to have information about everything. Do not neglect to keep a daily journal of everything that happens in the colony. When my cousin comes he will copy it all and relieve you. Enclosed are two letters to *ghijsbert op den dijck* which I have left open. You can copy them and at the same time inquire about the slate hill,[60] also take notice of other things which it contains. Then seal them and have them delivered to him unless you go to see him yourself.

Kiliaen van Rensselaer to Willem Kieft[61]

December 26, 1637

Willem Kijeft, commander in New Netherland

This 26th of December 1637

Heer Commandeur: This sudden east wind come up in the midst of our Christmas holidays hinders me on the one hand in my devotions and on the other hand makes me commit the impertinence of not writing properly to your honor as the lighter must now go at once.

[space in original]

as to my regret a few days after your honor's departure from the Texel, my small vessel arrived here from New Netherland, which had arrived already on the 29th of September at *pleymuijen*[62] and could have been here. However, luck would not have it that, ac-

[60] *Schalijen berch;* see also p. 397.
[61] *V. R. B. Mss, Letter Book,* f.95b.
[62] Plymouth, England.

cording to my Freedoms, I should send the goods needed by me in your honor's ships for nothing and I have now been obliged to pay duty.[63] But now this opportunity offers itself that Commander *pieter minnewiet,* at present in the service of the crown of Sweden and sailing from *Gortenborch,*[64] has on account of storm been obliged to seek shelter at the Texel, and by reason of old acquaintance does me the kindness to take on board what in haste and half in disorder I have been able to bring together in the way of necessaries for my people and to forward the same at his convenience to the *Manhatans* to my nephew *wolter van twiller,* in order not to trouble your honor too much. However, as he may perhaps have left before the arrival of this letter, at all events will have turned over his command to your honor, I take the liberty of recommending these in haste to your honor also, that the said necessaries may be sent at the first and best opportunity from the *manhatans* to my colony. On account of lack of time I send enclosed the copy [of the invoice] in brief, but if your honor should wish to examine the same more fully your will find in the letter to my officer and *commis, Jacob planck,* the full and itemized invoice and will find that there is actually nothing in it but what is needed for my people; wherewith, as I have not a minute of time left, on account of the short days, I will end, commending your honor to the gracious protection of the Most High.

Kiliaen van Rensselaer to Wouter van Twiller[65]

December 26, 1637

Woutter van Twiller, commander in New Netherland

This 26th of December 1637

Mon Cousin: This sudden east wind not only prevents my devotions during these holidays, for tomorrow is Communion day, but does not give me sufficient time to read your honor's letter, much less to reply to the same properly, wherefore I postpone that to our next meeting, God willing. I had the misfortune that the ships of the Company had left before my small vessel arrived and not being satisfied with the management of supercargo (*dirrick*

[63] *Convoy,* see p. 95.
[64] Göteborg.
[65] *V. R. B. Mss, Letter Book,* f.96.

Corsen and)[66] the skipper I do not think it advisable to send our vessel out (again)[66] before your honor's arrival. However, as *Iacob planc* writes me for various necessaries for my people and the ships of the Company with the new director have left, I have this unexpected opportunity that *pieter minnewiet,* who is now in the service of the crown of Sweden and presumably will show a commission there for the regions about [Virginia?],[67] in which enterprise however I do not share in the least, by reason of old acquaintance does me the kindness to carry over a few boxes and small chests with necessaries for my people, of which I have not time to advise you or to send you the invoice. I have sent it in brief to the new commander *willem kyeft* and in detail enclosed in the letter to *Jacob planck.* If you care to open that you will find it therein and among the items you will find nothing but necessaries for my people. I do not have time either to write more fully to *Iacob planck;* please see to it that these goods be sent to him in my colony. I had engaged six persons to go over too, among them our cousin *Arent van Corler,* a young man of good principles over whom your father is now appointed guardian, but as he went home once more to prepare himself, he will probably come too late, as the lighter must go at once. Of these six only one goes herewith, named *Iacob adriaensz van uttrecht,*[68] engaged as farm servant or tobacco planter or whatever else he is fit for. He has also some knowledge of vegetable gardening. I have sent along a small barrel with grapevines and other things to be taken to my colony. Please send along from the *maenatans* some apples, pears and other fruits, also a few grapevine shoots that have come from here, to plant them and see whether they will grow or take hold. I have put in his barrel also some of mine; it seems to me it will be best that he should go and live with *albert andriessen* if his tobacco has succeeded well, wherewith ending. *Vale.*

[66] These words enclosed in parentheses are inserted in the margin of the *Letter Book* in the handwriting of Kiliaen van Rensselaer.

[67] *soo comt my deese onverwachte occasie voor, dat pieter minnewiet nu In dienste van de Croon sweeden, die apparentelyck Commissie aldaer sal vertoonen, ontrent naer de quartieren In varilide.* See letters to Willem Kieft and to Ulrich Lupoltt, May 7 and May 8, 1638, p. 403, 405.

[68] See p. 395, 397, 398.

Last part of letter of Kiliaen van Rensselaer to Peter Minuit, December 29, 1637, and first lines of letter of same date to Willem Kieft
From *V. R. B. Mss, Letter Book*, f.97. Slightly reduced

Kiliaen van Rensselaer to Peter Minuit[69]

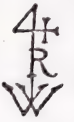
December 29, 1637

Pietter Minuytt

This 29th of December 1637

Heer Commandeur: The bearer of this letter, my cousin *arent van Corler,* sailing to my colony as assistant, is recommended to you to accommodate him as much as your honor's situation will allow. I trust that your honor will not fail herein but show me friendship. I should also be much pleased, inasmuch as he is still young and inexperienced, if you had a little instruction given to him in the processes of ship's bookkeeping as well as in the keeping of land accounts, as his master *Jacob Planck,* with whom he will be, is not too expert in these matters himself. He takes with him a mate's chest marked on the inside No. 1, in which there are some Hainault and grass scythes and other hardware which I could not put into the lighter which sailed on Saturday and therefore did not reach your honor till yesterday. This small chest you will please add to the other items mentioned in my last letter, and under supervision or in the keeping of my aforesaid cousin have brought to the *manatans* by the best means you can find. With him go the following young men engaged for my colony, to wit:

Arent van Corler, assistant, 18 years old
Elbert albertsen, 18 years old
Claes Jansen, 17 years old
Gerrit hen[d], 15 years old
Gijs[b] *Arentsen,* 22 years old.

[70]Loaded also

one barrel
of pitch, well hooped,
f18
2 barrels of tar, together
f15

On Saturday, with the goods, went:
Jacob Arentsen, 25 years old

Together six persons, who are recommended to your honor and whom, with my goods, you will please cause to reach the *manatans* at the earliest opportunity that circumstances will allow. From there I hope they will get further. I wish your honor good luck on the voyage.

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[69] *V. R. B. Mss, Letter Book,* f.96b.
[70] This marginal note in handwriting of Kiliaen van Rensselaer.

Kiliaen van Rensselaer to Willem Kieft[71]

[*December 29, 1637*]

Willem Kijeft, commander in New Netherland

Heer Commandeur: Time presses me so that I can not even write to my nephew *woutter van twiller* nor to my *commis Jacob planck.* I therefore trust all my affairs to your honor. Enclosed I send the invoice at length of all that I have sent your honor and in brief also the conditions and contracts with my people, from which your honor may see how sincerely I mean not to defraud the Company in the least, neither by sending questionable goods thither, nor by making contracts which may prejudice their trade, yet in everything saving my rights in the matter, as I do not at all consider that all the people of my colony but only the patroon or his agents have the said rights of article 15.[72] Please hand the enclosed papers to my nephew *woutter van twiller* to send them under his cover with my people and goods to my colony to the *commis Iacob planck,* with orders to distribute the people where they are most needed, recommending especially my cousin *Arent van Corler* as assistant of *Jacob planck,* that he may make note of everything; also, that of these young fellows some or most of them may be assigned to tobacco planting with *Albert andriesen* if he has had good success, but if the planting of tobacco should not succeed well in my colony these people must be distributed among the farmers. At all events, please let *Jacob planck* have the enclosed copies, to record them. Please, Sir, after humble salutation to be graciously commended to Almighty God and together with my nephew *woutter van twiller* to be heartily saluted.

Kiliaen van Rensselaer to Jacob Albertsz Planck[73]

December 29, 1637

This day, 29 December 1637, in Amsterdam

Jacob planck:

In addition to what I wrote you of before, I have also shipped the following:

[71] *V. R. B. Mss, Letter Book,* f.97.
[72] Article 15 of the Freedoms and Exemptions.
[73] *V. R. B. Mss, Letter Book,* f.97b.

No. 1. an old mate's chest containing

30 Hainault scythes at 30 st.....	f45
14 scythes at f4.....	f56
12 iron spades at 14½ st.....	f 8 14[74]
	f109 14
one barrel of pitch, well hooped, costs..	f 18
two barrels of tar, cost	f 15

There are also 2 barrels of salt, No. K. L., cost each f6, together f12; I do not know whether they are entered in the preceding invoice.

Herewith go also 6 persons:

1 *Arent van Corler,* to serve you as assistant
2 *Jacob arisch van wttrecht* } can do farm work
3 *Ghysbert aertsen van Bunnick* }

4 *Elbert elbersz van nieukarck,* weaver
5 *claes Jansen van nieukerck,* tailor
6 *Gerrit Hendricksz van nieukerck,* shoemaker

} these 3 fellows are intended for the tobacco planting under *Albert andriesen,* if he succeeds, otherwise to serve with the farmers.

The agreements with these people, for how many years they are engaged and what they are to receive, I have on account of lack of time sent to the director of the Company, *Willem Kyeft,* to hand the same with the invoice of the goods to my nephew *woutter van twiller* or to you. If I have still time I shall enclose them herein. This doubtful weather makes us quite confused. I commend you to God.

Sr. Adam Bessels, coparticipant in my colony, writes the two enclosed letters to you to have the slate hill,[75] which I assigned to *Ghysbert op den dyck* in the presence of *Minnuyt,* named *Bessels Berch.* Please favor him therein if it is at all promising, otherwise call one of the farms of *Syman walichsz* and *Cornelis maesen, Bessels Berch,* as aforesaid, and the other *Tripeburch,* also after one of my participants.

The tobacco must be sent over not rolled up but in the leaf.

[74] The *Letter Book* has f8:19.
[75] *schalien Berch ofte leyberch.*

Kiliaen van Rensselaer to Wouter van Twiller[76]

December 29, 1637

Woutter Van Twiller

This day, 29 December 1637, in Amsterdam

Mon Cousyn: This uncertain weather and the tarrying of my people makes me so stupid that I hardly know what I am doing. I have sent to the commander *willem Kyeft* my invoice of all my goods, also the agreements and names of my people, with request to hand the same to your honor or to *Jacob planck*. The people are six in number, among them our cousin *Arent van Corler* as assistant in my colony to *Jacob planck*. Please give him a little instruction and information as I have not time to do so. My people are these:

Arent van Corler, assistant
Jacob ariaensz van Wttrecht } farm servants
Ghysbert arentsz van bunnick }

Elbert elbersen van Nieukerck }
Claes Jansen van nieuwkerck } tobacco planters under *albert Andriessen,* if it [the planting] has succeeded well, otherwise with the farmers.
Gerritt Hendricxsz van nyckerck }

I urge your honor to help dispatch these people and my goods to my colony at the first opportunity in order that they may still plant tobacco this year. I thank your honor for the roll of tobacco sent to me through *Arent Corssen,* which your honor's brother *hendrick* and others have shared also. I shall supply your honor with people; please demand of the director *willem Kyeft* the contracts and invoice sent him with the request to hand them to your honor and let *Jacob planck* have all the copies so that he may record them. If before your departure you could find time to inspect my colony from one end to the other and examine everything as carefully as possible and then report to me, I should be pleased. Your honor is warned that tobacco in the leaf is in better demand and more readily sold here than rolled up.

Please have the enclosed handed to *Jacob planck* with the goods and, if you think fit, feel free to open it, but said *planck*[77] must not come home yet by the first ship.

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[76] *V. R. B. Mss, Letter Book,* f.98.

[77] The words "but said planck" are crossed out in the *Letter Book.* See p. 401.

Inventory of goods consigned to Jacob Albertsz Planck by the ship het Wapen van Noorwegen[78]

April 28, 1638

Honor be to God, this day, 28 April 1638, in Amsterdam Loaded in the ship called *het waepen van noorweegen*[79] for the colony of Rensselaerswyck, these following goods, consigned to *Jacob albertsz planck*, or whoever may fill his place in his absence, marked as in the margin and numbered as follows, sailing as supercargo on said ship;[80] may God watch over the same and bring it to its place of destination.

1 an East India chest in which Norwegian[81] kerseys, canvases, linen and divers other goods for the needs of the human body.
2 an oblong chest in which stockings, blankets, divers articles for the care of horses, lead and axes
3 an oblong chest in which kerseys, pewter dishes, goblets, shoes and other articles
4 a ditto chest in which 29 blankets
5 a ditto chest in which iron, grass scythes, Hainault scythes, English coin, wooden handles[82] for Hainault scythes and fish hoop nets
6 a ditto chest in which 120 shirts, blankets and a few small packages which must be delivered at the *manhatans*, wherefore this chest must be opened there
7 a ditto chest in which 13 firelocks and 12 powder horns
8 6 winnowing baskets
9 a packing box[83] filled with soil in which some plants are planted also ....[84]
10 a small barrel with dried currants
11 one half quarter [hogshead] of oil
12 a barrel with various spices
13 20 Edam cheeses in a box
14 9 Leyden cheeses in a box

[78] *V. R. B. Mss, Letter Book*, f.99b.
[79] The Arms of Norway.
[80] Name of Cornelis Melyn, the supercargo, not given in *Letter Book*, nor any blank left.
[81] *noortse.*
[82] *wercken.*
[83] *Cargescen kist.*
[84] Blank in *Letter Book.*

15 one oil barrel[85] in which 4 firkins of soap
also 2 casks of pitch and 2 casks of tar, 20 bundles of rods from Liege, 10 bundles of French rods, 13 bundles of iron bars, 27 pieces of sheet iron, 12 pieces of ploughshare iron and 5 *hoet*[86] of smith's coal, one hogshead of vinegar and 4 kegs of salt, 8850 hard bricks and 1000 red bricks, a keg of gunpowder
18 young mares with their feed and casks and troughs with water
also a rope, 30 fathoms long
a copper pot and a long gun for *Jan la montangie*

Kiliaen van Rensselaer to Wouter van Twiller[87]

May 6, 1638

wouter van twiller

Honor be to God, in Amsterdam, this day, 6 May 1638

Monsieur mon Cousyn: Enclosed herein are copies of the letters sent to your honor by *den Haringk* and later in the winter by the ship *de Calmer sleutel*. I hope that the people and the goods sent therewith have come over safely and have at this time, by the grace of God, arrived in my colony of Rensselaerswyck so that I may still this year reap the fruits of their labor either in farming or planting of tobacco. This letter goes to your honor while I am again in uncertainty whether your honor will still be there or will have left when this letter arrives, since the commander *willem Kijeft*, who is to relieve your honor, was to leave the *Barrilnudes*[88] about the 4th of February and could have joined you in a few days, but it is still uncertain whether he left that exact day; also, because the skipper *lange willem*,[89] who in return for having hurried your honor so was obliged to wait here a year before he could put to sea, will now perhaps not make much haste. However, if this should still come to hand, you will in answer to yours sent by *Martten gerritsz* under date of 20 November please understand the following:

First, that I have received your honor's draft for f3000 and have presented it to some gentlemen[90] who gave me little hope of paying the same before your arrival here, and as the question between

[85] *oliecam* = 120 *mengelen* = 37.98 gallons.
[86] *hoet* = 33.35 bushels.
[87] *N. Y. H. S. Mss. Letter Book*, f.98.
[88] Bermudas.
[89] Long William.
[90] Referring to the directors of the W. I. Co.

the Chambers concerning an open trade to Brazil has caused much trouble since usually most of the directors are out of town and occupied, I have not been able to press the matter very hard. It seems that the matter is now settled that the trade to Brazil will be carried on by the participants jointly, each in proportion to his investment, which is well if the money is used properly and not misused. What they will do with New Netherland, we shall see in course of time. I imagine that they are only waiting for advice from the new director *Kyeft*; as far as I am concerned they may do as they please. I expect to carry on my colony with all courage and vigor and send therefore in God's name, by this ship *het waepen van noortweegen*, of which *Cornelis melyn* is supercargo and in the equipment of which the colony of Rensselaerswyck shares one half, in addition, on payment of freight, 18 mares with several farmers, their wives and laborers and a quantity of goods for the separate account of the said colony, although three of the aforesaid 18 horses belong to *Jacob wolphersz*, as we do not know whether we shall divide them or let them go there together.

Claes ramaecker had also three horses among them, but these I have taken over from him and paid for so that there are 15 horses for the colony among them. May God Almighty watch over them. I recommend your honor to do your best to have them sent up at the first opportunity, agreeable to my orders and instructions given to *Jacob planck*, whom for good reasons I have asked to stay there for the present. As to *Martten gerritsz*,[91] he has begun to make me some propositions, but as he is in *gelderlant* and not in the city very little has been done. I shall expect your honor's arrival, God willing, by the first ship and then take hold of the matter with more vigor. *Ieronimus La Croix* has also communicated to me the circumstances of his journeys[92] through the *maquans* land to the *Sinnekens* and to the Fresh River where the English come much too high up and too near to us. The Company must open their eyes, I think, or they will lose the best part of that fair region. As for yourself, you would better be careful and well prepared; all calumnies will disappear and the curse change to a blessing. *Salomon van solderbeeck* has been an evil instrument.

I have received a roll of tobacco of which your honor makes no mention in his letter and I have divided it among the friends here

[91] Formerly *commis* at Fort Oranje. See p. 329.

[92] The accounts of these journeys were not among the collection when placed in the hands of the present editor. See note about the account of the journey to the Senecas, p. 271 of this volume.

and at *nyckerck* and thank your honor for the remembrance. When you come here, God willing, you may still have a taste thereof. I hope that ours in the colony has succeeded well too under *albert diterinck*,[93] although they write from there that it is somewhat hot for the reason that it has been picked early. I recommend to you to advance and instruct our cousin *Arent van Corler* as much as time and place will allow; only, let him be diligent and record and note down everything and advise me on all occasions, not sparingly but as fully as he can.

The animals which are already in the colony, together with the horses and the people who go over now, are also recommended to you for the time that your honor stays there. In chest No. 6 are put three packages belonging to your farm servants, with letters tied on top of them, which must be taken out at the *manhatans* and the chest closed again. I do not know whether there are any among them from your father, brother or other friends, as your brother brought them here as they are from *nyckerck*. The friends at *nyckerck* as well as here are well, God be praised, except my brother in law *thomas van Weely*, who has a fluxion to his thigh so that he can not walk. I hope that he will soon be better. Your honor's sister *Grietgen* has had fever several times but was getting better. They all send you many greetings. I would write more at length, but fear that you will have left before this letter arrives. If not, make as much haste as possible to come hither and to defend your affairs before the Company; wherewith ending, I commend your honor to the gracious protection of God Almighty and with hearty salutations from my wife, our children, mother *van weeley* and all her family, I remain . . .

I urge you to keep the farm at the *manhatans* for me; also to see that I get some cows from some one or other as I am proportionately least provided with them.

Kiliaen van Rensselaer to Willem Kieft[94]

May 7, 1638

S^r: Willem Kieft

This day, 7 May 1638

Honorable, prudent Sir: As shortly after your honor's departure from the Texel my small vessel arrived here from New Netherland

[93] Probably a mistake for *albert andriesz*.

[94] *V. R. B. Mss, Letter Book*, f.100.

bringing me advice of some things needed by my people there and it so happened that the ship *de Calmer Sluytel*, commander *pitter minict* in the service of the crown of Sweden, was obliged to seek shelter here at the Texel on account of storm, I did not want to neglect this opportunity, though in midwinter and in freezing weather, of supplying my people as far as possible with necessaries and of improving the condition of New Netherland as much as possible as to population, and, trusting to God's mercy, I have also sent over six persons, though his destination was unknown to me. I could make out only this much, that he expected to go to Virginia, from which region I have asked him to try to find opportunity to send my goods and people to the Company's settlement. As I had to do this, hesitating between hope and fear, immediately before and during the Christmas holidays, when I could ask no letters to *lepold*[95] of the West India Company, I have consigned my aforesaid goods and people with all the papers and instructions to your honor. I hope that the same have arrived safely and been sent by your honor to the proper place. I shall not fail to show myself grateful on all occasions where I can do your honor a kindness and if there is anything in my colony which your honor might desire, all you have to do is to speak to my *commis*. Also, if there should be anything among the goods or necessaries which I send over, which your honor needs or can use, you have but to request it of him, as I seek in every way to keep on good terms not only with the lords directors in this country but more especially with their officers and servants on your side, in order that the region of New Netherland may not decline through discord (with which it has for many years been cursed but too much) but may, through harmony, each respecting the rights of others, by God's gracious blessing be changed to a flourishing and useful state, toward which I on my part do and will continue to do all I can. As *Claes Cornelisz rademaecker* and *jacob wolfersen van amersfoortt*, according to the enclosed extract, had obtained consent to send over a ship with cattle, about which they did not just know what course to take, I helped them out and filled the vacant room with horses and other goods, as you will see from the copy of the manifest signed by the lords directors, the original of which is in possession of *Cornelis melyn*, supercargo of this present ship *het waepen van noortwegen*, in which are 15 horses for the account of my colony and three for *jacob wolphersen; Claes Cornelissen* sends over none because there was not room

[95] *lepolyche brieven;* perhaps intended for *behoorlycke brieven*, proper letters.

enough. We had expected to put in many more horses, but the water, hay and oats for the horses and the salt and other things for the fishery have taken up too much room.

I urge you in the most friendly manner to lend my people the helping hand as much as is possible without detriment to the Company, that with the said horses, their baggage and other goods, they may be sent to the colony at the earliest moment to perform, in God's name, with courage their agreed service and labor. If among my horses there should be a particularly fine one which you would like, you can take it for yourself and in its stead provide the farmers with another or poorer one.

I shall also be much pleased if detailed lists and accounts are sent to me of the goods which my *commis* furnishes to the Company and receives in return, in order that there may arise no misunderstanding; also, if the payment for my grain, which beyond all contradiction is a product of the soil, might take place in peltries to the satisfaction of both sides and if my people in conformity with the Freedoms granted may be allowed to trade and sell what the Company does not need — provided they pay for the goods so traded such duty or freight as the aforesaid Freedoms prescribe; also, if it could be done without hurting the congregation at the *manhatans*, as the people of the Company at Fort Orange and my people in the colony have thus far no minister, though I hope to procure one for them at the earliest opportunity, that for a time the minister at the *manhatans* might occasionally go thither to console and admonish them and to celebrate the Lord's supper with them, which would be an agreeable service to me and undoubtedly also to the Company as far as their people are concerned, wherewith ending for this time.

Kiliaen van Rensselaer to Ulrich Lupoltt[96]

May 8, 1638

Sr Vlrich Leopoldtt

Amsterdam, this 8th of May 1638

Honorable, prudent very discreet Sir: Some weeks ago in conversation with *s^r. Guilliame momma*, my very good and intimate friend, your honor's person happened to be mentioned in connection with my colony and I was very glad to learn of the good relations between you, as on the strength thereof I may with your permission

[96] *V. R. B. Mss, Letter Book*, f.101.

avail myself of your services, as far as your situation and the service of the West India Company will allow. To this end I send enclosed the letter of *s^r. momma* to your honor by this our ship *het waepen van noorwegen,* whose cargo is largely composed of horses for my colony named Rensselaerswyck and some goods and necessaries for my people who are already there or now going over, and herewith I make the following request of you. In case my nephew *Wouter van Willer,* formerly director there, shall have left before the arrival of this ship, as I suppose he will have done, I would request you very kindly, as I do not know what arrangements he may have made in the absence of my *commis* about the affairs of my colony or to whom he has entrusted the forwarding and despatch of my animals and goods which might come there meanwhile, to look after this matter with the person whom he may have ordered to do so or with the *commis* of my colony, if he should be present, and to help along my people as much as possible that they may get up the river with the horses and their goods as soon as there is an opportunity by a vessel sailing thither, the like of which I also recommend to and request of Director *willem kieft* and promise gratefully to repay all favors received on any occasion, as it is my intention, God willing, to avail myself of every opportunity of providing the said regions and my colony with as many people and animals as possible. Of this I have already made a good beginning and have lately, in the heart of winter and by a ship that came here on account of storm, sent six persons with some necessaries who have, I hope, arrived there in one way or another, though the said ship, which sailed in the service of the crown of Sweden, our ally, had another and to me unknown destination but as far as I could understand was bound for Virginia, or in case of need would seek some fresh supplies in our regions. Although by reason of my not knowing your honor, I was then unable to recommend my affairs to you, I hope nevertheless that for the sake of promoting the population of the commonwealth you have of your own accord helped matters along, if the people have arrived; wherewith, from lack of further matter and of knowledge of your honor's person and in order not to trouble you too much at the very first, I shall leave off and should be much pleased to receive a few words in reply.

Kiliaen van Rensselaer to Pieter Cornelisz van Munnickendam[97]

May 8, 1638

Pietter Cornelijsen, master millwright

This day, 8 May, in Amsterdam, 1638

The aforewritten is a copy of our last letter sent to you by the ship *den haringck,* which I hope your honor has received; if not, your honor can use the said copy.

Since then, on the 7th of April last, I received by *martten Gerritsen* your letter of November 9, 1637, which made me feel somewhat better again, for I was dissatisfied not to have received any writing from you during the whole voyage of my small vessel in which your honor sailed when I long so intensely to know how everything goes there, whether successfully or unsuccessfully; [may it be] as the Lord wills, if only we fail not to do our part. I was much pleased to learn from your honor's letter that the sawmill was in operation and with one frame could saw 30 boards a day and that your honor would put another frame in it to saw as many more; also, that your honor had built a house near the aforesaid mill and intended to establish a brewery and a farm near it and also to build a small yacht to sail out on the ocean and make a trip to *Canada.* The zeal is good but the execution has its difficulties. One must not undertake too much at a time in order not to confuse one thing with the other. Your son in law *Symon Jansen* according to your request goes over herewith to be employed by you where he can be of most service to me and to you. I should be pleased if you remained as much as possible within the limits of the contract made with each other in order that no disorder occur. *albart andris.* separated from you; I hear that he is a strange character and it is therefore no wonder that he could not get along with you, but I hope that you will be able to agree the better with your other partner *Claes Janse van naerden* so as the better to advance the sawmill and the house building. As to the grist-mill and the brewery of which you write, I had already another plan and await but the arrival of my nephew *wouter van twiller* to draw a general order regarding them, for you know well enough that all wind and water milling [privileges] go with the jurisdiction, but your honor will do well to note down the expenses of the carpenter work with the millstones, hardware and other necessaries in order that we may

[97] *V. R. B. Mss, Letter Book,* f.101b.

have the benefit thereof. And as to the brewery, it must be under the management of the one who has the supreme command in the colony or the person who will enter into a special contract regarding it; the various affairs must be kept separate and not be mixed, in order that many people may make a living thereby, one undertaking this and another something else, for I hope to send over people from time to time as I do now once more. This costs me a great deal, especially for the number of horses, which with the expenses and freight, besides the risk, become incredibly dear; but God willing, they will in time reimburse me for the outlay. As to what you write about taking a trip to *canada,* I do not know whether you are fully aware of the condition of trade [in that region]; the French have several charters respecting it, especially along the river of *canada,* and if you or any one else of our people went there they would be attacked as enemies; but I imagine that you refer to the coast of *cadie* situate between *capo breton* and the *baye francoyse,* from whose governor *hendrick de forcest* has had a letter which is now in my hands and of which I send you enclosed herewith a copy. His residence is for the present still too far from our colony to [go] with such a . . .[98]
but as a provisional measure it would not seem bad to me if in conformity with my freedoms you took care to trade with the English at the south and to the north, if you see any profit in it, taking with you such planks and boards and grain as there might be on hand in my colony, but this should be done in conjunction with my *commis* and officer of the colony in order not to keep a double account thereof, which in the end leads to nothing but confusion. I believe that *Jacob planck* is not best fitted for that [work] but I can not do anything in the matter before I have talked with my nephew *wouter van twiller* in order then to make a definite decision about it. I can not understand very well either from your letter or from that of *planck* how it is about the servants who have been engaged together for the mill company, whether they are still together in the service of the said mill company or whether they have been distributed. Do not forget to write me about everything in detail and at length. I am ready to support your zeal, which I notice is so satisfactory, but not being sufficiently informed and in ignorance, I stand perplexed. The pen must convey to me what personal speech can not, and let me hope that you will get along better with *Claes Janse* than with *albart andrise,* etc. Do your best to think of

[98] At this point a line or more appears to have been omitted in the *Letter Book.*

means to support a minister there; I will do my share to that end also. *Jacob planck* writes about f300 a year, but nobody cares to go for that.

N.B. Forget not to send me yearly our account or settle with *Jacob planck* that he send it to me in order that we may know definitely where we stand and what profit we make yearly.

Kiliaen van Rensselaer to Maurits Jansz van Broeckhuysen[99]

May 10, 1638

Mauritz Jansen van brockhuijsen

10 May 1638

Honorable, discreet cousin *Maurits Jansen*: These few lines will serve to let you know that I duly received your letters from England, as also those from the colony, and forwarded the enclosed to your uncle *wynnant van bylaer* but received no reply from him. In the expectation of good behavior I have procured your advancement, namely that you are to have a farm on the conditions of all the other farmers, to be established near *Pacp Sickenes* Island, as the *commis Jacob planck* or whoever shall occupy his place will show you more definitely. And in order that you may not be in want of servants or animals, I have engaged *adriaen cornelysen van barsingerhoorn,* who is a prudent young man and knows all about farming, to be your foreman for the space of three years; after the said three years I have promised in case of good behavior to make him farmer for himself. Now, with the advice of my officer and *commis* you might take also one of the boys who go over herewith. As to the horses for the farm, I have assigned to you four gray mares which are going across in this ship, which I hope the Lord will preserve, in order that for the sake of our relationship you may have four horses of nearly one color; and as for your house and other necessaries, you will have to address yourself to the aforesaid *commis* that he assist you according to circumstances in getting under cover with your people and horses, while provisionally you will also try with the consent [of the farmers] to obtain a cow or two from some farm or other, so as to get started.

I have no doubt, now that I have made you farmer so long before your appointed time, that you will deserve the favor by doing

[99] *V. R. B. Mss, Letter Book,* f.102b.

right, by advising me of everything in writing and also by using and treating properly this young man *Adriaen cornelysen,* who is to be your foreman, for the reason that his years far exceed yours. Regarding the fur trade and the delivery of grain you must regulate yourself according to the contracts and common justice and not trespass as I understand others have done. Trusting that you will do this, I commend you to the gracious protection of God. Do not forget as a graceful requital to advise me of everything that happens in my colony.

Kiliaen van Rensselaer to Albert Andriesz[1]

May 10, 1638

Albart andriesen, tobacco planter

This day, 10 May 1638

albart cornelisen:[2] This will serve to advise you that I duly received your letter in which you wrote that the tobacco looked fine, but I received no news on the arrival of *marten geertsen,* although by that time it ought already to have been prepared, much less did I receive any sample thereof, for which I long very much, as well as for full advice of all the particulars as to how it has turned out.

I have sent some servants and some boys before this and am sending some now, but I must have but one head in the colony to make the distribution of the people and the servants, so you must address yourself to him who at the time is my *commis* there, to whom I must send general directions about everything and not particular directions to each one. I hear that you have not only parted with *pitter Coornelissen,* but have also had a dispute with *planck* and his son, the cause of which I should like to know; for I must in every way uphold my officers whom you, I take it, must obey, as is customary in all places of justice, and if you meet with any harm you have yourself to blame for it. If you behave well, I will certainly stand by you and cause you to be provided with everything, but bad behavior I will not suffer. It also seems to me from what not a few but many have said that you are very unmerciful to your children and very cruel to your wife; this you must avoid and in all things have the fear of the Lord before your eyes and not follow so much your own inclinations. I understand also that not only have you traded beaver furs with *dirrick cortssen* contrary to your

[1] *V. R. B. Mss, Letter Book,* f.103.
[2] So in *Letter Book.*

contract but also defrauded and cheated him and for seven pieces of duffel have given him but the value of 25 merchantable beavers. Either you have cheated him and me or else he has cheated me very badly. Let me know what the truth of the matter is; meanwhile, do not pay anything to *direck corssen* or to any one in his name, as he has been but our servant, but write me all the particulars that I may see whether you are belied or whether what is said is true.

Kiliaen van Rensselaer to Arent van Curler[3]

May 10, 1638

Arent van Coorler, assistant

This day, 10 May

Honorable, discreet cousin *arent van coorler*: I hope that by this time, with God's help you have arrived in my colony and duly delivered there the goods which you took with you and that according to my wish you have already begun noting everything down exactly and writing me of it, that I may know how things stand there, especially as to the increase of the animals, horses, cows, etc.; also, that you kept a correct account of all the goods which I sent heretofore and now send herewith, and where they may be sold with profit. In all things, however, you will have to submit yourself to your *commis* with whom you serve so that he will not have to complain of you; but aside from that you may write me of every detail and if you take good care of your affairs and write and advise me at length I will, when the opportunity offers itself and in proportion to your capacity, also take care of your promotion and advancement, but one has to be servant before one can be master. Write me also definitely about the tobacco planting, how it has succeeded there, and of the farms and of the saw and grist-mills and what further there may be of interest, and do not let any opportunity for writing me go by as we long very much for news here. Your father is still well and your brother is at present staying at my house; both send many greetings, etc.

[3] *V. R. B. Mss, Letter Book,* f.103b.

Kiliaen van Rensselaer to Jacob Albertsz Planck[1]

May 10, 1638

Jacob Albersen planck

The 10th of May 1638

Yours sent by my small boat called *Rensselaers wyck* as well as the other sent by *marten gerretsen*, I have duly received. All I ask for is to have but half as much writing from you as you have from me; this is certainly reasonable, for if everything does not come to your mind, all you have to do is to place my letters and papers before you, examine everything and do as I do, advising me of each matter separately. I send you the names of the people whom I send over, each one by itself, and you write but in general that there have arrived 24 persons besides the women. That is not enough; it is important to me to know who has arrived and who has not, as I thought that I had many more people, and in order that in the future you may make more careful note of everything I have sent my cousin *Arent van corler*, by *de Calmer Slutel*, to be your assistant, as he can serve and assist you in noting down everything. I send enclosed a list of the goods sent by the said *slutel*, as also copies of the letters. You must do this too, that is, send me each time a copy to serve if the original letter should not come. I hope that the people whom I sent have arrived where you are and have been distributed either among the farmers or among the tobacco planters. I write to *albart andrisen* that he must have more respect for my officers and *commisen* or that he will rue it. Contrary to his promise, he has traded beavers with *direck Coortse* and moreover according to the statement of *direck Coortsen* has given but the value of 25 merchantable beavers for 7 pieces of duffel, so that he must have cheated *direck Coortse* as well as our *commis* or *dirreck Coortssen* must have cheated his employers. Therefore, notify *albart* and all others living in the colony not to engage in such detrimental fur trade, conformable to their respective agreements, and to make [no] general payments to *direck Coortse* or his agent as he has treated us very badly; for I do not care to suffer in my colony those who have their eye mainly on the fur trade. That some trifles should be overlooked is a different matter, but those who make purely a business of it, I do not care to have. He who is my officer and *commis* knows

[1] *V. R. B. Mss, Letter Book*, f.104.

how far my freedoms go, but it is not the business of others. These people not only cheat their patroon and master but also defraud the West India Company of the duties, and I am firmly resolved not knowingly and intentionally to injure the West India Company in their rights in the least, as my principal object is directed toward farming and things connected therewith. Enclosed I send you in God's name the invoice of all the goods which I am now sending over for the account of the colony, as well as a record of the payments made here to the people, with which together with the board during the passage you must not neglect to debit those who have to pay it. I send herewith 18 mares, mostly two years old, all of which except two are covered. Three of these belong to *Jacob volpersen,* according to the memorandum which he has thereof. The other 15 are for the colony, to be distributed as follows, namely:

Four gray mares for *marrits Jansen van brockhuysen,* my cousin, who is to be made head farmer, and *adriaen cornelisen van barsingerwout,*[4a] who goes over herewith also, and is to be his foreman for the period of three years according to his contract. This farm will have its plowed land beyond *paep Sickenees* Island, across the *Rul* opposite *Symon walichsz* and *Cornelis maessen.*[5]

From the seven remaining horses, *Tunes Jansc,* also called *direcksc van rechten,*[6] may choose four horses to establish therewith a farm south of the farm of *mauris Jansen,* where there is room enough.

As to the three remaining horses, if with God's help they arrive, you will distribute them where they are needed and if possible establish a fourth farm therewith.

The houses and stables of these farms you will push forward as much as possible. I hope, now that *Claes Jansen van naerden* must have arrived there, that better arrangements will be made for the building of houses so that the farmers may be better accommodated. And as these new farms have no cows, you will see that the others give each of them some of the young calves to make shift for a while,[7] or you will find out whether there are any

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[4a] In other places referred to as *Adriaen Cornelisz van Barsingerhorn* and in the account books among the *Rensselaerswyck Mss* also as *Adriaen Cornelisz Berghoorn.* Barsingerhorn is a village in the province of North Holland, about 12 miles northeast of Alkmaar.

[5] *desse bouwerije sal syn bouwlant hebben buyten paep Sickenees eylant ouer de Rul tegen ouer Symon walichsz eñ Cornelis maessen.*

[6] Should be *van rechten.*

[7] *om haer by provisie wat te Connen behelpen.*

to be bought at the *manhatans* or to be traded for the remaining horses, always remembering that in my opinion one of these mares is worth considerably more than two cows.

You must not fail to send me all accounts in perfect order including your own account. You have not done this very carefully as I understand that you have a goodly quantity of beavers and have sent but 200 of them by my ship. As you wrote me long ago that you had then already 150 skins and the goods of my small vessel have been added since, I had expected at least 500, on which I insured 300 skins and now but 200 appear, of which I was to give one half to your wife without having the account thereof. I have therefore given her provisionally f700 as I had to pay f200 duty to the Company because you did not send any paper showing that it had been paid. She also had to bear one half of the insurance, as you had not written me that you had a share therein; therefore, you must henceforth send me better and fuller advice, which you can do better now that you have as assistant *arent van Corler,* who is pretty good with the pen. In selling the merchandise, you must not only take into account the first purchase price, but all sorts of expenses of ship, boat and lighter freight, also the boxes and hauling, etc., for which you must raise the price at least one stiver, for example, what cost 20 stivers you must count as having cost 21 stivers. Herewith goes again a goodly quantity of iron and smith's coal, so that the smith will be well provided. I should have liked to have had a helper for the smith and wheelwright but on account of the mortality here I have not been able to secure any. It is possible that the Company will throw open the beaver trade to some extent; if they should do that, I do not intend nor shall I allow any but those of the Company, to whom I can not forbid it, to trade furs in my colony; to private individuals I do not wish to permit it. With my own people some discretion will have to be used, provided that they deliver the skins to you at a reasonable price for my account, so that they may have some profit and I also and the Company receive its duty. They must do likewise with the grain and other products.

Piter Cornelisen writes me that he will put up a grist-mill and a brewery; that is all right as far as the building is concerned, but respecting milling and beer brewing I intend to make some further regulation at the first opportunity, as one man must not have too much. This much I would allow to *pr. Corneles,* now his son in law *Symon Jansen henypot* comes over too, that with your

advice as the keeper of my place and rights, since I can not be present in person, he may build a small yacht to send his planks and boards where they may be sold to best advantage and also to trade down the river or elsewhere the grain and wheat that is to spare in the colony; all this if there is any profit for me connected with it, otherwise it serves but to do damage. To this end I send over pitch and tar, also materials and tools to make sails, but you must take care of my rights that I may be defrauded by no one. When *arent van corler* has not too much to do, let him occupy himself in shooting game and catching fish so as to reduce somewhat the expense of his board; have him also look after things here and there and send him all over the colony to arrange things, to note down the grain and animals and especially to look after the planting of vines. *Jeronimus la Croix* believes that above *broeder Cornelis* on the west side of the *maquars Kil* there are suitable hills, which slope to the south and are treeless, that would be desirable for the raising of apples, pears, cherries and similar fruits. This should be looked after but especially the planting of tobacco, whether that will succeed. I am not well satisfied that *albeert* has not sent me a sample of his tobacco by *marten Gerritsen* nor reported how many pounds he expected to have. The said *albert* has a servant, *Johan lebattij,* who is a carpenter. You can, by paying him, employ him also on the building of the houses, so that the farms, from which in time the greatest profit is to be expected, may be gotten ready. In your last letter, you write nothing of your plan, mentioned in an earlier letter, of putting up a building for a church, the loft of which could if needed be used for the storing of grain. Whether this has been contracted for or not, I urge you to promote godliness in every way and to give me some further idea of the means of supporting a minister.

You write me that these may amount to f300 a year; something must be added to that, for no one will care to go there for as much again as that amount. However, let me see the list of those who would pay the aforesaid f300, and now that more people are coming the amount will increase. Lay this matter before the schepens some day and have them discuss the means and write to me about it. Do not forget to send me at the earliest opportunity all the accounts, especially that of the Company and what they owe me, as I have furnished them things for years and never received anything. Send me also the account of the returns of my merchandise, sent at various times by my small boat as well as b

arent van corler, and also in due course, that of the goods which go herewith. May the Lord graciously watch over them and allow goods, people and animals to arrive at your place without accident. I should also like to have the instrument of purchase of *paep Sickiels* Island. Henceforth it will not be necessary for the grantors to appear before the director and council of New Netherland, but it will be sufficient that they appear before the officer and council of the colony of Rensselaerswyck to make the transfer, making the same declaration as is put in the former deeds. Please to greet *bastiaen Jansz Crell, commis* at Fort Orange, heartily from me. I request you to live with him and the Company in all friendship and as good neighbors and that you assist each other on all occasions with words and deeds and with life and limb against all those who would injure the servants or subjects of my colony, as the Company on its side has promised to do by the 25th article of the Freedoms of New Netherland.

I have noticed that the farmers and others without my knowledge and consent have traded with *derreck coortsen* and the crew of my boat; they must avoid this or I shall punish it with confiscation. If they have any skins, let them deliver them to you for my account, so that I may have something too for my heavy expenses, as I have now for seven or eight years received little or nothing but always paid out large sums. Take care that the servants and others who receive wages are paid there, so that I am not bothered about that here. Let the farmers pay the wages of their servants in full and debit me for one half of the amount which I will pay them and let them not charge me with the full wages of the servants so that I must recover one half from the masters. In this way I am rid of that for a while and they must find means to satisfy their servants. The councilors whom you have chosen are approved by me, but in order that the charges do not become too great at least two schepens must retire each year and the vacancies be filled by others from among the ablest, as is done here in this country. You must see to it that the aforesaid schepens hold session at least once a month or if need be every week to consider all things touching the administration of the colony and to settle all questions and disputes. Each time the schepens meet, a prayer must be offered up by the most suitable person in order that the blessing of the Lord may rest upon you and grant you wisdom and understanding; the fear of the Lord and justice I commend to you most highly and before all things.

The account of *Seegen Jansen* must not be put off any longer and do not forget to send us a sample of a few muddes of the best wheat and rye, which should have been done already.

With regard to the indemnity of the . . .[8] discretion should be used, without being too severe you should by constant admonition cause them to entertain a lively sense of their duty and what they owe the colony on account of the damage which they have done. I see that *Gerret de reux* wants to come over some time to make new terms. He may then at the same time seek himself a wife. The terms must be such that I shall get some return from my land and finally enjoy the fruits of the great expenses which I have had. With God's help it will no doubt improve each year if I do not spare money and pains. Do not neglect to read over this letter and my previous letters once in a while to refresh your memory.

If *Cornelis melyn,* supercargo of the ship *het wapen van norweg*[8], who must have f1000 for the passage of our people and the freight of goods and 15 horses, should load some grain at the *manhatans,* at the current price there, you will replace the same and send receipt therefor.

If you should happen to be at the *manhatans* and have any skins for the colony, you might send by this ship some 100 or 200 beavers, provided you enter them with the director and take a receipt for them, as well as a bill of lading from the supercargo.

And as *direck Coortsen* has thus far given me no detailed account of the board of my people who went over in my ship, do not forget to send me the account thereof at once and to let me know what the amount is.

Kiliaen van Rensselaer to Jacob Albertsz Planck[9]

May 12, 1638

Jacob Albertsen planck, officer and *commis* in the colony of Rensselaerswyck

12 May 1638

Yesterday afternoon all the papers and documents were sent to you and now it is discovered that *dirck corsz.,* who has deceived the inhabitants of my colony in every way and incited and induced them to private trading, has declared today that the following persons are guilty and have traded with him, to wit:

[8] Word omitted in *Letter Book.* See p. 243, 267, 270.
[9] *V. R. B. Mss, Letter Book,* f.106b.

Pieter Cornelisz van muunikendam, he alleges owes him 155 f155:16:8 guilders, 16 stivers and 8 pence, but he does not say for what. You will therefore ask the said *pieter Cornelisz* what this debt is for, whether for goods which he has received from him or for passage money and board of his men. Let him be frank about it, I shall not take it ill of him this time, even if it is different from what I think, provided he pay you the said amount to send to me for the account of the person whom it may concern. *Sijmon jansz. henypot* has asked me whether he should pay the said sum to *dirck corsz,* but I have forbidden him to do so as I did not know what this debt arose from, whether from goods delivered or from passage money of his men. Said *henypot* now goes over again; he has told me about some small casks of brandy but, from what I hear, it seems that he takes with him several pieces of duffel among his beet sacks or other baggage. He should not do this without telling me about it. Speak to him about it in a discreet way, for I do not propose to have people cheat me in this underhand fashion and would rather that such traders stayed away from there, as these people not only deprive me of my returns from my colony but in addition defraud the West India Company of its duties, which must be paid first and before everything else. After that, I must . . . .[10] such expenses not profit some one else and I have the dishonor.

f179:17:0 *Jan jansz van Ilpendam,* under date of August 5, 1637, at the *manhatans.* This man is in the service of the Company. If he pays you, I have nothing to say about him.

f359:0:0 *Jacobus van corlaer,* under date of August 7, 1637. As he is a relative of mine, I shall not accuse him if he pays you.

f410:0:0 *Hermanus Minardi abogardy,*[11] July 22, 1637, at Fort Orange.

43 ½ beavers
15 paid
28 ½ beavers

Lubbert Gysbertsz, a note of hand for 43½ beavers, dated May 26, 1637, on which 15 beavers have been paid. If this is our wheelwright, you will tell him to pay you and to be careful not to do it again. The beavers you will send to me, like those which follow, but you will enter them with the director of the Company so that the duty may be paid here.

[10] At this point a line is apparently omitted in the *Letter Book.*

[11] Surgeon Harmen Meyndertsz van den Bogaert, *commis* at Fort Orange, who signs his name in the *N.Y. Col Mss, Harmannus:A:Booghardij.*

f31:11 st 29 beavers

Broer Cornelis, per balance of account of 20 May on which 5½ beavers have been paid.

60 yards of seawan

Albert adryesen, 60 yards of seawan. Let him also pay this to you and beware of doing anything like it again without my knowledge and consent.

f221:8 *Willem adriaensz. van els seneur,* cooper, account against the lords directors of Groningen signed by *Tyaert brougers,*[11a] supercargo. Whether this sum is paid I do not know. You must find out how this is. There was a power of attorney with it. At all events I have received nothing of it. Let this *willem adriaensz* pay you and in case it should be paid to him here, he will be f159:10 st notified. *Cort pietersz.* from the lords directors of Groningen with a power of attorney. Hereof I have received nothing.

These aforesaid matters you will quietly investigate one after the other and advise me what answer and satisfaction each person gives you. If they refer to their note of hand, you will in my name reply that I shall indemnify them for all future calls upon them, and in case of refusal you will tell those who are in my colony that I shall know how and where to recover the money, but if they appear willing, I shall smooth things over so that this time they need expect no trouble. In the future they must carry on such dealings as they have had with *dick Corsz* or may have with others, with my knowledge or at least with yours or that of the person who at the time shall be *commis* of my colony, in order that I may have my share and the Company its trade. I could not help sending this to you; and in order that you may be compensated for your trouble, make every one pay you a small fine of one stiver in the guilder or one skin in twenty; wherewith I commend you to God. *Vale.*

No. 16

[12]Herewith I send also eight small books called *de Practijcke der Godtsalicheyt,*[13] very useful for the families. Cost 18 st a piece, amounting to f7:4.

[11a] This should be *Tyaert brongers.* See p. 289.

[12] Note in the handwriting of Kiliaen van Rensselaer.

[13] The Practice of Godliness.

Kiliaen van Rensselaer to Cornelis Melyn[14]

May 12, 1638

Cornelis melyn, supercargo of the ship *het wapen van noorwegen*

Honor be to God; in Amsterdam 12 May 1638

Monsieur Melijn: Enclosed is a letter to be delivered to *Jacob planc,* as I had forgotten to write him something. Advise me at your convenience of the receipt of this letter as it is of great importance. Further, do your best to sail in the name of the Lord as soon as possible, to deliver our people, goods and horses as safely as possible and to treat them well. Keeping the fear of the Lord before your eyes, He will undoubtedly through His divine grace grant you a happy and speedy voyage, wherewith, commending you to His faithful protection, I remain, with hearty greetings—*de wilde* sailed on this boat and although I have not seen him—[15]

Herewith also a package of eight very useful books, No. X, also to be handed to *Jacob planck* with the aforesaid letter. Enter them also at the end of your bill of lading so as not to forget them and keep them in your chest or somewhere else where they do not get wet. It would not be bad either to read them on the ship; you might take them all out and then wrap them up again when you get on land.

Petition of the officers and crew of het Wapen van Noorwegen to lighten the ship[16]

[1638]

Request to *Cornelis Melijn* and *Jackop wolfersen*

We, the underwritten, officers and sailors who have hired ourselves out to sail with the ship named *het wapen van noorwegen* on the voyage to Virginia or New Netherland and *tecra noua* and who have come here to proceed on our voyage with the first favorable wind which God may grant, find on the ship so much obstruction that we deem it not advisable to go to sea in a vessel which is

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[14] *V. R. B. Mss, Letter Book,* f.107b.

[15] The Dutch of this incomplete sentence which seems to have no connection with the letter reads as follows: *de wilde is los geraeckt p dese cage ende hoe wel ick hem niet gesien hebben.* The meaning is uncertain; *de wilde* may be a personal name, but may also be translated "the savage;" *cage* probably stands for *kaag,* a one-masted boat for inland navigation.

[16] *V. R. B. Mss,* 14.

so encumbered with boxes, trunks and forage for the horses, that it is impossible to use or move a single piece, yes, we do not know where to turn to go to belay a sheet or bowline; on the other hand it is impossible for the ship to sail or float on account of the encumbrance and heavy weight, as we found out between Amsterdam and the Texel. We are therefore resolved rather to leave the vessel than to go to sea with such a ship, for no matter who or what persons come aboard they are astonished to find so encumbered a ship, and, as moreover the pilot and the bargemaster express the same opinion, we now kindly request that you will do your best and relieve us from such heavy burden and lighten the vessel so that we may cross the ocean in the usual way; and in order to accomplish such lightening at least six horses must be taken out and our boxes, chests, casks and other goods put in their place; and if you do not please to lighten the vessel, we will not consent to go to sea in the ship under any consideration, but first it must be lightened; and if you take six horses out, we will not do as our carpenter and another man have done but, with God's help, will faithfully accomplish the voyage.

[signed] skipper *Wyellem ras*
mate *Pauwels mattysens*
second mate *Jan claessen*
cornelis bisschop, boatswain's mate
[17]*reyer hendericksen,* constable
[17]*JuirJan Jansen*
[17]*frans marsen,* cook
[17]*frans simmensen*
Reijer Jansen, pilot
Seerck Jemes, bargemaster

Kiliaen van Rensselaer to Joost van Sandwech[18]

May or June 1638

Joost van Sandtwegh, at Leyden

Monsr Sandt wegh: I have received your letter with the power of attorney.[18a] It will be necessary for one or both of you[18b] to

[17] Names in same handwriting as the document.

[18] *V. R. B. Mss, Letter Book, f.*107b. The carelessness with which this letter has been entered in the *Letter Book* makes it impossible to arrive at a satisfactory conclusion as to the meaning of certain passages or to vouch for the accuracy of the translation.

[18a] See letter to van Sandwech, June 27, 1637, p. 348.

[18b] Van Sandwech and Tortarolis? See letters to Gerrard de Forest, Nov. 28, and Dec. 18, 1636, p. 344.

come here to make a preliminary settlement as I do not like to keep any one waiting. I should be pleased if you could come on Friday, as I intend to go away from home next week; otherwise it would have to be after Pinkster. I have shown the power of attorney to my confraters; [they] think it all right and will not keep [us] waiting if it is possible.

Today *dirck Corsz* demanded [payment] and presented the note of hand if we would pay him at once [his wages?] and the amount of the barrels, etc., to which I have replied briefly, but I expect that [the order?] has been drawn.

We must think of some means whereby we can settle our accounts. Please [obtain consent?] to having people deal with us. We will [advise?] them [your associates?] of everything that I offered to *dirck corsz* in the name of the shipowners. He thereupon decided to think the matter over but instead of that . . .[19] the aforesaid protest which speaks of the directors, most of whom are out of the Netherlands. It is now too late to settle this matter, especially as we have not yet the note of hand. However, I wrote today at length about it to those who are out of the country and made a provisional arrangement which I shall communicate to you. Commending you to God.

Willem Kieft to Kiliaen van Rensselaer[20]

August 14, 1638

Sir:

While sailing to the Bay to dispatch the ship *den Haringh*, we encountered your ship *'t wapen van noorwegen* and received your honor's letter of the 7th of May, to which I reply but briefly owing to the circumstances of the moment. The bearer hereof is Mr *Cornelis melyn* who goes to *terra neuf* or Canada to trade for fish or peltries; the Lord grant him a profitable and safe journey.

Your honor's goods have been unloaded, except some things which they kept in the ship or which were not sent with it, in regard to which *Jacob wolpertsen*, who has the invoice, writes to your honor.

I have had a shallop loaded and it has gone up the river with the people; the horses are still here in charge of a man and a boy; all the bricks, coal and iron are also here yet but will be sent by the

[19] At this point a few words seem to have been omitted in the *Letter Book*.

[20] *L. R. B. Mss*, 15.

next shallop. I am troubled about how to get the horses up the river, as we have no vessel in which they can be sent, the bark going to the West Indies.

The yacht *s^t merien* has gone to the south and does not come here till autumn. There are no other vessels by which horses can be sent. It is not possible to transport them in the scow, so that I shall send them up in an open lighter, which however will hardly hold two and oblige us to make many trips, which at the moment is very inconvenient, the more so as we have but few people and I desire to discharge some in order to lessen the Company's burden. Your honor will therefore in the future need a vessel or two, especially if the grain is sent to the English, for we shall as a rule be able to help ourselves. f270 a last is too much. It will not bring nearly as much among the English, who have also but little cash to pay for the goods on which a duty of two or three per cent must be paid, but this will show itself when the trial is made. As the population increases here, the price will likely for some time remain the same.

Some time ago I sent a shallop up the river expressly with the goods that came with *minnyt;* now another has gone expressly for you; and the lighter will have to do likewise, as we have no business whatever up above. I shall make a note of the trips and of the circumstances (your officers in the colony ought to do the same) so that later on I can show the directors what I have done with their things and servants.

I thank your honor heartily for your honor's offer of the horses and goods; I do not think that we shall keep any of them, unless it were three or four bars of iron. I shall exert myself to the utmost to assist your people in every way I can with a clear conscience, your honor need have no doubt respecting this; I only wish that your colony might flourish and others become also desirous of engaging in similar undertakings. If the Company will only not get discouraged on account of the continual heavy expenses, abandon everything and back up the English; for certainly you would be caught in a trap and the whole colony not be worth a stiver if the English occupy this river, as some say. I am very anxious to know what the directors will resolve to do. If they continue to do as they have done thus far, I shall prefer to be away from here and it would be better for them to order us home.

I have given *Cornelis melyn,* charged to your account, f111:3

on his bill of freight;[20a] I shall subtract this when the account for the grain received shall be liquidated.

As to your honor's statement that the payment for the grain was to be made in beavers, I shall take good care not to do so even if Mr van twiller *had so decided. I can in no wise come to this resolution, as in this manner the wheat, which is black and small anyway and produces but little, would cost us nearly f500 a last and the Company which is heavily burdened be almost robbed of her beavers, of which she has few enoughe.*[21] I also find on the books here that your honor has since the beginning been indebted to the Company for so much money, goods and also horses and cattle that I shall do nothing in this matter without express orders from the directors. As I said above, we shall need little or no grain.

Our minister has gone up the river with the shallop to perform his duties there.

Wherewith concluding, I commend your honor, after friendly salutations, to the protection of the Most High; may He grant your honor whatever tends to eternal and temporal well being. Amen.

Honorable, wise, prudent and very discreet sir
Your honor's always willing servant
[signed] *Willem kieft*

In Fort Amsterdam on the *Manhattens*
this day 14 August 1638.

[Addressed] Honorable, wise, prudent and very discreet sir
Mr. *killiaen Van Renzelaer*
at
Amsterdam

[Endorsed] *Man* *hatas*
14 [seal] August
1638 *Willem Kieft*

These three letters answered
the 12th of May 1639 at Amsterdam.

[20a] A copy of this bill of freight is in *N. Y. Col. Mss.* **1**:34–35. It mentions the following passengers for the patroon: *michiel Jansen*, his wife and 2 men: *tonis dircksz*, his wife, 1 child and 2 men; *Jan Michielsz* and his small son; *ariaen cornelisz van* [illegible]*rhoorn*.

[21] Underlined in original.

Kiliaen van Rensselaer to Jonkheer Gerrit van Arnhem[22]

September 14, 1638

Jr. Gerrit van Arnhem, at the Hague

Amsterdam, this 14th of September 1638

I take the liberty to address myself to your honor in this matter, as no one is better acquainted with it and the more so as your honor has been appointed by their High Mightinesses the States General as one of the committee[23] [to consider] the difference between the West India Company on the one side and the patroons of New Netherland on the other side, which matter so far as I am concerned is still pending; if one were to judge from results, a great difference would be found between the condition of my colony, which I have thus far managed and erected at the expense of myself and my confraters without charge and with profit to the Company, and the condition of other colonies which the Company has bought at considerable cost and, though at great yearly expense, has brought to a state of ruin and decline, yes, in the South River, reduced to almost nothing.

My intention in this matter is not to dispute with the Company, as there is no occasion for it at present, but in all humility to request your honor to maintain my dear and precious rights (not considered in haste or by a few persons only, but at different times in all the respective Chambers after communication with the chief participants of each; adopted in various sessions of the XIX, with the knowledge of the deputies of their High Mightinesses and also approved by letters written to the patroons by their High Mightinesses themselves) of which I send you enclosed a printed copy. It is true that in the new project by the Chamber of Amsterdam it is stated "that henceforth no one &c"; but this is drawn in so brief a form that no mention is made of all the previous freedoms which have lasted nine years, about which so many reports have been made in the Assembly of the XIX and since which so many things have happened, notice having been given by many different people regarding colonies other than my own, lands and animals bought for them by private individuals, and people and farm implements sent there, all of which, in my opinion and subject to correc-

[22] *V. R. B. Mss, Letter Book,* f.108.

[23] See resolutions of the States General, Aug. 30 and Sept. 2, 1638, *Doc. rel. to Col. Hist. N. Y.* 1:114–15; also statements by N.de Roever, p. 80 of this work.

tion, neither can nor ought to be passed by in silence without prejudice to those interested. I request therefore humbly and kindly that inasmuch as the Chamber of Amsterdam has taken such painstaking care even of the disputable freedoms offered to the freetraders to and in Brazil, that my freedoms and those of all others interested in this matter may not be allowed to suffer through such silence, but that their High Mightinesses according to the fifth article of the enclosed Freedoms may please to take care that the first occupants be not prejudiced in the rights they have obtained and that these may be expressly stipulated in the new freedoms which are now about to be granted. It seems also very strange to me that under the present alteration no patroons or colonies are admitted and that the fur trade is thrown open to those not interested in New Netherland equally with those who have great interests at stake there, to those who do not live there with those who do live there, and to those who are not participants with those who are participants — for up to the present violent and sharp debates have occurred about the said trade, directed even against those who control more land there than the Company itself. As I understand it, their High Mightinesses are not over much pleased with the draft of the Chamber of Amsterdam but, as I am out of the board of directors, I have to look out only for the interests of myself and my associates, which is no other than the aforementioned clause that the first occupants are not to be prejudiced in the rights which they have obtained. This being included in the Freedoms, I commend the matter at issue to their High Mightinesses and to all those who have any voice in it, though I am surprised that time can bring about such changes that of 31 well considered articles not one can stay as it is and that the very foundations are turned upside down. It is true, I know, that your honor's advice in this matter is also sought by the Amsterdam Chamber, but as my request does not interfere with theirs and as I seek only to keep what I have, I can not do less for myself and my associates than to watch that our rights be preserved, in which I urgently pray your honor to lend me the helping hand. If there is anything in which according to my small powers I can be of service to your honor or do you a kindness, you have on all occasions but to command me. Excusing myself that I take the liberty —

Ordinance of Director and Council of New Netherland, prohibiting the sale of firearms to Indians and requiring vessels sailing to or from Fort Orange, the South River or Fort Hope, to obtain a permit[24]

March 31, 1639

Copy

Whereas the director general and council of New Netherland have observed that many persons, both servants of the Company and inhabitants, contrary to the orders and commands of the High and Mighty Lords the States General and the Chartered West India Company, have presumed to sell to the Indians in these parts, muskets, powder and lead, which has already caused much evil and will hereafter result in but greater evil if no means be adopted by us here to prevent the same; therefore every inhabitant of New Netherland, be his state, quality or condition what it may, is most expressly forbidden to sell any muskets, powder or lead to the Indians, on pain of being punished by death, and if any one shall inform against any person who shall violate this law, he shall receive a reward of 50 guilders. Furthermore, all persons are hereby notified that no one shall undertake to sail with any sloop or other vessel to Fort Orange, the South River or Fort Hope, without a permit from the honorable director and, on coming thence, bringing with him a pass from the *commis* of the Company residing at the respective place aforesaid; and in case it be found that any one has been at the place above named without the aforesaid permit, such vessel and the goods laden therein shall be confiscated to the benefit of the Company and, in addition, such fine imposed as according to the merits of the case shall be deemed proper. And all our dear and faithful *commisen* who have authority at the places where these presents are sent are ordered and commanded to affix the same at the usual place, so that their contents may be known to every one and each be on his guard against damage. Thus done and published in Fort Amsterdam, this 31st of March 1639. Underneath was written: Agrees with the Resolution Book of the honorable the former director general and council of New Netherland, *Cor: Van tienhouen,* secretary.

[24] *V. R. B. Mss* 16. Also in Dutch in *N. Y. Col. Mss.*, 4:36–37. Translation revised from those in *American Historical Magazine*, 1836, 1:36–37, and *Laws and Ordinances of New Netherland*, p. 18–19.

Kiliaen van Rensselaer to Toussaint Muyssart[25]

April 8, 1639

Tousain Mussaert, at Leyden

1639, 8 April

This in haste on account of lack of time will serve to inform you that I have received yours concerning *Jeronimus La Crois.* By my order, he has sent for 50 blankets, dyed white and green, but not fixed, at f3:15 a piece, which you will please order and send up in haste. The amount to be furnished for the colony has been fixed at f4000 for goods, f1000 for my advances and f1000 for payment to *brant peelen* according to his enclosed letter (which you will please return to me). During the eight years that he has been in that country, his accounts have never been settled and he has received but little money. The subscription for each 1/10 share will therefore be fixed at 600 guilders, which you will please communicate to Mr *delcat* and through him to Mr *blommaert,* who is at the Hague, in order that I may receive the said money at the first opportunity, as I have already advanced money again. I hope that we shall not have to make any further subscriptions after this and that the colony will be able to take care of itself. As to the f2500 which, it is conjectured, are still due to *gerrit de reus,* we must pay that upon advice as to his being living or dead.

Kiliaen van Rensselaer to Willem Kieft[26]

May 12, 1639

Willem Kieft, director in New Netherland

The 12th of May 1639, in Amsterdam

I find myself with your very agreeable letters of the 25th of April, the 31st of July, and the 14th of August of last year, to which a brief answer follows. In the first place, I thank your honor most earnestly for your promptness in dispatching my goods and men to the colony, especially for the ingenious way of sending up my horses in the lighter, as upon the report of my nephew *van Twiller* I was much worried how it could be done, it having never occurred to me that in all these years no better accommodation should have been provided. In the future I must regulate myself

[25] *V. R. B. Mss, Letter Book,* f.108b.
[26] *V. R. B. Mss, Letter Book,* f.109.

accordingly; and I now hope that, though the lighter must have proved expensive, my horses which have cost me so much arrived in the colony before winter. How the present horses, which are bound for the *Manhatans* only, will fare on their way remains to be seen and in the future, in sending any from here, I must regulate myself according to that also. However, I do not intend to send any more horses for the present, but should like to avail myself of any opportunity of obtaining some cows for my colony, as last season I lost 11 cows in one year. If there is any chance of buying a supply of young cows and if the price is not excessive, I shall be much pleased, even if they are only heifers. It might easily be that some of those that are sent over now could be obtained towards winter on account of lack of hay, which can be had at a reasonable price less well at the *manhatans* than in the colony; however, as I have at present no one at the *Manhatans,* I should not dare commission your honor herewith, especially as I understand from your honor's letter that five farms are unoccupied and the cattle must be needed there. I judge, however, that the land at the *manhatans* must be bad, as the people with their cattle are going to other places where they expect to find better land, and that they can do without these. I may wait till next year, when I hope that there will be an opportunity on the return of my nephew *van Twiller,* who is so taken with the country that it will be hard for him to stay away. Kindly do me the favor, however, to buy for me at the current price six or eight heifers to be sent up the river. I shall be very much obliged for this and other kindnesses which I have received from your honor and I hope that in time there will be opportunity to repay them.

There are many people in this country, among them some of large means, who would like to invest their capital in New Netherland if the Company would admit other colonies, in refusing which it makes a great mistake in my opinion, for instead of many poor beggars whom it now gets,[27] it would find people of means who with their money could send all sorts of men and the patroons who stayed here would secure the Company against loss and offense in that country. Your honor will sufficiently understand what difference there is between commanding a loose mass of people and ruling, through representatives from different orders of society, according to the custom in this country, a republic composed of different members each of which in the first instance prevents as far

[27] *in plaetse van veele kalisen die sy nu becomen.*

as possible all acts of insolence in its own sphere, so that only great and important matters resulting from the lesser ones are referred to the general chief, which general chief should be assisted by delegates from the respective members. However, as it seems that the Company is not inclined that way, it will not be possible to bring this about gradually and carefully but only to introduce it when the charges become too heavy, in order to get relief, though it will not be possible to do it then as conveniently as if matters had been guided in that direction from the beginning. Your honor will please excuse me if I expatiate too much on this subject; it has been my object from the beginning and I am not jealous to keep my freedoms for myself alone, but am quite willing that others should have the same privileges, and dare freely express my opinion that, if the Company admits no more colonies, the bounds of New Netherland will not be extended but contracted and encroached upon, as is done even now by foreigners, English as well as Swedes.

Returning now again to my private affairs, I enclose the invoice of the goods which I send by the ship *den Harinck*, in order that your honor may see that I seek to deal with the Company in all sincerity. Your honor can open the boxes as you please and examine them to make sure that there is nothing else in them; but if there is anything that your honor needs for the Company or for yourself, I wish that I could satisfy you rather than my people who are inexperienced,[28] or that your honor would give me further information . . .[29] what I entrust in secret to my servants they may later when I have made them too wise use against me. They imagine at once that the same prices for grain which I make with the Company must also be paid cash to them, although there is a reason for doing this between me and the Company which does not exist between them and me who am their master. On the other hand, the goods which I receive from the Company by way of payment, they would also want to have at the same price if they knew too much about it; therefore, settle this matter if possible by yourself in order to have a definite basis for the future, and as to your honor having scruples about settling this between you and me, on my request, I do not see that it is contrary to the commission from the lords directors, for the instructions you have to trade with my people does not exclude trading with the principal himself instead of with his servants; and whether through ignorance of cir-

[28] *die onbervaren syn.*

[29] Here a line is apparently omitted in the *Letter Book*.

cumstances I have in this letter ordered anything to my detriment or benefit, I shall submit myself in fairness to your honor's judgment, but if there should then still be some difficulty refer the matter with the arguments to the Company and to me, for I should not like to have my people get too wise and figure out their master's profit, especially in matters in which they themselves are somewhat interested,[30] for in the course of time I shall have to find means with which to pay the wages of *commisen* and others [for work] for which as yet I still have to employ the farmers and others. I have no objection to their knowing everything, except the freight and other charges, the price of grain and the manner of payment; these I would rather keep a secret between the Company and myself. I ask you kindly to assist me herein without detriment to the Company, and to communicate nothing of this to the servants of the Company but to write freely and openly about it to the lords directors, who, I hope, will keep it secret also, and to give your advice and reasons on each point separately, as there are but few. I shall then be better able to trade with my people and to satisfy them. If your honor approve of this, send only the enclosed invoice with the goods to my people, keeping the rest with yourself; but if you disapprove, and I hope that you will not, your honor will please send the invoice with all these enclosed papers to my cousin *Arent van Corler,* who is still young. They may see what arrangements they can make with you.

I am negotiating about sending some people of capacity[31] to my colony, but they were not able to make up their minds so quickly and to get ready, and in the former officer, *Jacob Planck,* I do not find a proper manager. He knows more about trading furs, which have been of greater profit to him than to me; however, I wish to part from him in friendship and not to give the least occasion for dissatisfaction among my people, for they stir one another up. This in secret between your honor and me but little news to the lords directors who understand matters of government.[32]

And as the payment for the grain and the acceptance of the merchandise is still uncertain, I should like to have the rumor go forth that the merchandise was to be sold at an advance of 50% and that the wheat had sold at eight guilders Holland value and to have your honor settle accounts with my people on that basis.

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[30] *verindich;* perhaps intended for *vreemdich,* strange, unacquainted, or for *vijandich,* inimical.

[31] *Luyden van capaciteyt.*

[32] *dit int secreet tusschen u E ende my maer niet veele informatie aende Heeren Bewinthebberen die Materye van regeringe verstaen.*

with the understanding that the Company in good faith will pay me whatever we shall agree upon in addition; and in order that your honor may not think that I try to defraud my people in the East, I will further explain to your honor my reasons. The first is that they do not by far give me what they promise in this country, for instance I have found out that *Gerrit de reux,* with whom I had agreed that all gains no matter what they might be called should be shared half and half, has had nearly 1500 guilders worth of goods for himself of which I had no knowledge, and the others apparently in proportion, and then they dare sustain that I ought to pay them here promptly for the wheat, which was delivered to the Company, at 10 guilders a mudde, while up to this date I have received from the Company nothing but credits on my accounts, aside from the fact that I stipulated the right of preemption of the animals and consequently also of the grain, which I think may fairly be reckoned at eight guilders between them and me. As to the merchandise, inasmuch as I have sold that which I have thus far sent from here to them at an advance of 50%, they ought on account of the increased charges by the Company pay me something more too, which they will be the more willing to do when the rumor goes forth that they cost me so much from the Company. At all events, it is plain to me that I can not defraud them but that they can defraud me. Here your honor has now the entire secret of my affairs, as to which I would rather deal with your honor or with the Company without the knowledge of my people than with their knowledge.

Regarding my nephew *van twiller,* although they have dealt very sharply with him, he has taken all his books and papers with him and given them such satisfaction that to this hour the lords directors have not been able to accuse him on one single point upon which he has not given them satisfaction. He has had to suffer many evil tongues, which never fails to be the lot of those who occupy any high charge or post. I should be pleased if the minister continued to perform religious services a few times a year in the colony at Fort Orange. I have thought of some means whereby I could engage a minister and other officers but must see how it will work.

Cornelis Melyn is still in France. He sold our ship there with profit but through lack of knowledge of the matter has had a poor catch and caught not much over 12,000 codfish. In course of time this will have to be looked after better, at present we must pay for our experience.

Your honor will please place to my credit whatever goods you have kept and each year settle accounts with my men, balancing the amount against the grain delivered by them. As to the necessity for my having a boat, the expenses have truly thus far been so high that nothing has been done about it; and as to the freight charges on my goods sent to the colony, as your honor says, these ought to be included in the account of the grain and merchandise, especially as the Company promises the patroons, for the sake of better populating the country, to transport all farm implements free, but I shall wait to see what your honor charges me for that. I do not in the least desire that the Company shall suffer loss, but if their goods are going up or grain comes down it would be an accommodation if those of the patroon were shipped with them.

I did not in the least want to mix my people's goods with my own and hope that they like others will pay the duties and freight; the only things that by mistake got among my goods are a small cask of gunpowder belonging to *Reyer Stoffelssen* and four shirts of my cousin *arent van Corler;* I know of no others. As you write that I shall need a vessel in case my grain is sold outside the limits of the Company, you would do me a kindness by informing me thereof in time so that provision can be made, but as your honor writes that if the population continues to increase the price of grain will keep up for some time, I think that there will be no need for it so very soon; moreover, if the English knew that we had a supply of grain they would no doubt themselves come for it from Virginia and New England. The coming of these horses and other animals will spread the rumor of our [efforts at] populating widely among our neighbors and show them that the Company is taking the matter in hand more earnestly than before.

Your honor will see from the letter of the Company that they do not make so much difficulty about furnishing peltries for grain as your honor does, for they put it indifferently either one or the other.[33] Your honor makes a mistake in valuing the skins there at the price they bring here. In throwing the trade open to every one, which does not please me any too well, there will be a great deal of fraud, and whether the Company has herein followed the best course is not for me to inquire. The difficulties which I foresee in it will no doubt reveal themselves in time and I can not see how the officers of the Company will thereby rise in estimation or find opportunity to let the Company make profits; on the con-

[33] Either peltries or merchandise. See p. 423, 441, 457.

trary, they will yearly run far behind. At first there will be somewhat of a rush and duties and freights may increase, but this will soon cease. Enclosed is my statement of what I may owe the Company, this can be settled here better than there. Please to greet *oloff Stevesz* from me, who has been my . . .[34] and is now in your honor's service; give him the enclosed. I should consider it a favor if he were advanced a little.

Commission to Arent van Curler as secretary and bookkeeper of the colony of Rensselaerswyck[35]

May 12, 1639

Arendt van Corler, secretary and bookkeeper

Arent van Corler, who sailed as assistant of the colony of Rensselaerswyck, is hereby promoted to and qualified as secretary and bookkeeper of the said colony, to enter upon the records faithfully all resolutions and public instruments; also to keep proper books and accounts of the increase of the animals as well as of their deaths, indicating the day and month and as far as possible the cause of death: also to make proper distinction between expenses which must be charged to the patroon or the colony and those that must be charged to the farms and to the accounts of the individual farmers, tobacco planters or other servants, the patroon's intention being that after he has once erected the houses of the respective farmers and provided them with [hay] barrack and barn, wagon and plow, the same shall thereafter be kept in repair, half at the expense of the patroon and the participants and half at the expense of the farmers, not including herein the household effects which each farmer must provide at his own charge; moreover, to prevent all carelessness, the farmer must bear one half of the damage by fire to his house and what belongs to it; also to enter the 16 guilders a year extra for expenses of each farm hand,[36] which covers all small expenses and also the earnest money and agent's commission for procuring said farm hands and to which shall be added only the annual wages

[34] *die myn dick over gewcest is.* The meaning of this phrase which hints at some former connection or business relation between Kiliaen van Rensselaer and Oloff Stevensz van Cortlandt, the future father in law of the patroon's son Jeremias, is not clear. By changing a single letter, the phrase can be read *die myne ick over gewcest is* (who I believe has been over) but as the patroon would unquestionably have known whether Oloff Stevensz had been in Holland or not, it would seem that this interpretation must be rejected.

[35] *V. R. B. Mss, Letter Book,* f.163.

[36] See p. 611.

which they receive: also to demand of the farmers annual returns of the increase of the animals and the surplus grain, one half belonging to the patroon or the participants and the other half to themselves, the wheat being valued provisionally at six guilders a mudde, for reasons more fully specified in the instructions, with promise that those who will serve him conscientiously, faithfully and justly will receive as much more than six guilders as circumstances will in his opinion in any way permit: also to keep proper account of how much each farmhouse costs and to see to it that the timber be hewn for them in winter and that the carpenters do good work at reasonable wages, the patroon intending that he shall, with the advice of *Cornelis Theunissen* as representative[37] of the patroon and the participants, contract at a reasonable rate for the houses which may be erected there until other officers or *commisen* specially qualified to do so shall arrive in the colony, in order that the carpenters may receive proper wages and the patroon get good and cheap work. And as the administration of justice in the said colony ought not to be neglected either, the said *arent Van Corler* shall advise with the person above mentioned and in more serious cases also seek the assistance of *Pietter Cornelissen* and with them provisionally and until further order fill the post of officer. Upon receiving good reports and results of their services the patroon will pay proper attention to the promotion which is most suitable to them. The patroon recommends to each one to do his duty and to live with the others in friendship, peace and harmony, to hold religious services at the proper seasons especially on Sunday by public prayers, hymns, thanks, and readings from the Holy Scriptures and the authors of the Reformed Christian Church. Further, he orders this document to be entered on the records after it and also the commissions of the others have first been publicly read in the full council of the colony. Done at Amsterdam, this 12th of May of the year of our Saviour Jesus Christ one thousand six hundred and thirty-nine and in witness of the truth signed by me. Was signed: *kiliaen van rensselaer,* patroon of the colony of Rensselaerswyck, and further sealed with the seal of the said colony.

N.B. Shall with the advice of *Cornelis teunissen* and if need be with the assistance of *Pietter cornelissen* provisionally fill the post of officer.

[37] *voorsprake;* see his commission, on p. 435.

Commission to Cornelisz Teunisz van Breuckelen as representative of the patroon[38]

May 12, 1639

Cornelis teunissen, representative of the patroon and the participants.

Cornelis Theunissen van breuckelen, farmer on the farm called *Bloemartsburch,* is hereby appointed and authorized to fill the position and office of representative[39] [to defend] the rights of the patroon and the interests of the participants in the colony of Rensselaerswyck and to represent him and them in everything that may tend to the advantage of his aforesaid lords and masters. And as the colony for [certain] reasons is as yet not provided with a *commis,* the aforesaid *Cornelis Theunissen* shall assist with word and deed the person of *arent van Corler,* who is secretary and bookkeeper of the said colony and who will hold the said office provisionally and until further order, in order that all the goods that are received may be carefully entered on the proper accounts and that a record may be made of their disposal; also help to bring about that all resolutions and public instruments be entered on the records of the colony, among them this present commission, which provisionally is to last for a period of two years. Done at Amsterdam, this 12th of May in the year of our Savior Jesus Christ, one thousand six hundred and thirty-nine and in witness of the truth signed by me. Was signed: *kiliaen van rensselaer,* patroon of the colony of Rensselaerswyck, and further sealed with the seal of the said colony.

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[38] *V. R. B. Mss, Letter Book,* f.164.

[39] *voorspraecke;* literally one who speaks for another, one who pleads or defends another's cause. In seventeenth century documents the term occurs frequently in the legal sense of attorney, or advocate, as for instance in the resolution of the States of Holland and West Friesland of July 30, 1603, whereby schouts and secretaries are forbidden to appear in the courts with which they are connected as *voorspraaken* or *woorthouders* of parties to actions pending in such courts. As the duties of Cornelis Teunisz according to his commission and instructions were apparently less of a legal than of a general representative character, to look after the patroon's interests, the term "representative" has been preferred in these translations to either attorney or advocate.

Commission to Pieter Cornelisz van Munnickendam as receiver of tithes and supercargo of the vessel[40]

May 12, 1639

Pietter Cornelissen receiver of tithes and supercargo of the vessel.

Pieter Cornelissen van munnickendam, master millwright of the mill company, is hereby appointed and authorized to receive and to collect, in accordance with his instructions sent to him by letter, such tithes as are covered by the annexed authentic extract from the contract made and entered into with the freemen or inhabitants of the colony of Rensselaerswyck executed in the name of the absentees before Notary *joost vande venne* on the 28th of March 1639, and this provisionally for the period of two years, orders being hereby given to the council of the said colony to lend him a helping hand herein and especially, in the absence of higher officers whose places for certain reasons are for the present still kept vacant, to the secretary and bookkeeper of the said colony, *arent Van Corler*, and to *Cornelis Theunissen van breuckelen*, in his capacity of representative of the patroon and the participants in the colony aforesaid, in order that the good and Christian intentions which the patroon and participants of the said colony have with regard to the holding of divine service and the maintenance of justice, though largely at their charge and expense, may not be frustrated. But since in the beginning all dues can not be strictly determined and collected, the aforesaid receiver of tithes, advising with the aforesaid two persons, shall have power to treat and settle in fairness with the persons concerned and shall yearly render accounts of the proceeds, stating the amount thereof, so as to be able to make better calculations in engaging the minister and other officers of the colony. It is hereby agreed that the aforesaid *pietter Cornelysen* shall receive for his trouble and expenses in connection therewith the tenth penny of said tithes, and power is given him to apply the said receipts in the most economical and useful manner for the interests of religion and justice and of the patroon and the participants.

He is also hereby authorized to act as supercargo [41] of the vessel which shall sail up and down the river for the said colony and no one is to ship anything either up or down without his knowledge

[40] *V. R. B. Mss, Letter Book*, f.163b.

[41] *Commys van waeruyck.*

and consent, and the said *pieter Cornelissen* shall cause this commission to be entered upon the records of the colony. Done at Amsterdam, this 12th of May of the year of our Savior Jesus Christ one thousand six hundred and thirty-nine. In witness of the truth signed by me, and was signed: *Kiliaen van rensselaer,* patroon of the colony of Rensselaerswyck, and further sealed with the seal of the said colony.

Permit to Maurits Jansz van Broeckhuysen to settle as farmer on de Laets Burg[42]

May 12, 1639

Maurits Iansen van brockhuijsen, heretofore appointed as farmer[43] on a farm newly to be established on the east side of the river, is hereby authorized [to settle as] farmer on the farm called *de laats burch,*[44] on which formerly *Gerrit de reux* was farmer, and this on the conditions agreed upon with *Gerrit de reux* in the year 1632, and also with the stipulation as to the right of preemption of the grain and animals at the option of the patroon and participants of the said colony of Rensselaerswyck heretofore misconstrued by *gerrit de reux;* the patroon promises however that if the said *maurits jansen* conducts himself well on the said farm and honestly and faithfully accounts for all gains and profits, no matter what they may be called or how he may have obtained them, not concealing any, then the patroon will allow him more for the grain according to circumstances, as is more fully specified in the commission given this day to *arent van Corler;* included herein is also the fur trade on half shares and nothing else; reference is further made to all parts of the aforesaid commission which relate to the farmers as well as to the contract made with *Gerrit de reux* aforesaid. especially to the clause providing that the six years of the aforesaid lease both with regard to the pasture and the plowed land shall commence each year on the first day of the month of January and also end exactly on that date, but the wages of the farm hands and the leases of the houses shall commence and cease or expire on the first of May following. He shall not be permitted to have any grain appraised on the field for the account of the patroon but the latter shall receive one half of what shall actually be in the barn on the first of January, when most of the grain

Maurits Iansen van broeckhusen farmer on *delaetsburch.*

[42] *V. R. B. Mss, Letter Book,* f.164.

[43] *Boer,* or.

[44] Situated on the Mill Creek, in the present city of Rensselaer.

is thrashed, after deduction of the feed of the cattle and [an amount equal in value to] the board and wages of the family till the first of May, in which the aforesaid *De roux* also tried to make a change directly contrary to his just contract; further he shall willingly pledge himself to the payment of the wages of the men, the 16 guilders a year for each farm hand, and whatever else is specified in the commission and instructions given to *arent van Corler,* also to turn over the surplus of animals whenever he is requested to do so and on receiving payment for one half of them according to the stipulated price And he shall have the choice to have settled on the farm heretofore assigned him by the patroon, on the same conditions as above, either his foreman assigned to him by the patroon, to wit, *adriaen Cornelissen van barsingerhorn,* if he has served him well; or else *roeloff Cornelissen,*[45] or *cryn Cornelisz,*[46] the two brothers either jointly or separately. He shall also cause this instrument to be entered upon the records, together with the contract of the person who shall have the other farm. In Amsterdam, this 12th of May sixteen hundred and thirty-nine. Was signed: *kiliaen van rensselaer,* patroon of the colony of Rensselaerswyck, and further sealed with the seal of the said colony.

Kiliaen van Rensselaer to Arent van Curler[47]

May 13, 1639

Arundtt Van Curler

The 13th of May 1639, in Amsterdam

Mon Cousyn: As the wind turns rapidly toward the east I must make haste with my business of the colony. I have received yours of the 16th of July 1638, to which I will say briefly that you do superfluous work by putting the date both at the top and at the bottom of the letter, once is enough; also by adopting the general style followed in the schools, for example: If it were otherwise I should be heartily sorry. Such and similar words fill the paper but give no advice. You might leave these out and in place

[45] Roeloff Cornelisz van Houten; first entered in the account books under date of June 11, 1638.

[46] In *Gerechts Rolle,* 1648–52, among the *Rensselaerswyck Mss,* generally referred to as *Quirijn Cornelisz.* The earliest mention of him in the account books is under date of April 20, 1637. In *Maentgelt Boeck,* 1638–44, his account closes on Aug. 21, 1639, and a new account is opened on Jan. 1, 1641. Between these dates he was apparently in Holland, as the patroon in his letter to van Curler, May 30, 1640, states that "*Cryn Cornelissen* goes over now."

[47] *V. R. B. Mss, Letter Book,* f.111.

thereof write me definitely about everything that happens in the colony, and instead of taking such pains to write letters for others, write to me, for your promotion must not come from them but from me and you must give me separate answers to everything that is mentioned in this letter and in all the papers which I send you. In that way I shall see what use I can make of you. You must in the beginning not hold your head too high, for that does not end well. I had asked your brother to write to you the situation at *nyckerck* and of the death of your father. He tells me that he has done so but, instead of communicating the said letter to me as I expected, he has sent it by *Sander*,[48] for which I am not well pleased with him. I am also displeased with you because you sent a letter by *acrt* which he was to deliver himself, and if I understand the reason rightly it is because you write about private transactions which you do not wish me to know about. This is not the right way for advancement. Write of such things to me and I shall not refuse you anything to your advantage which is fair. In the future, therefore, enclose letters which you write to others in those to me, and if you want to seek your greatest advantage leave them open that I may read them. I can then see that you mean to do right by me; otherwise, you give me cause to think that you are seduced by the people and that you want to do as they do and conceal everything from me that is possible and feasible to conceal. Take this from me as a lesson and an admonition to govern yourself accordingly and I shall not fail to advance you if I see that you stand by me instead of by the people. Urge *brandt Pcelen* also to conduct himself honestly and not to be led astray by the actions of *Gerrit de reux*, who has told him a good many things that are not so and that are to my disadvantage, for he has managed to leave things so that in goods as well as skins and debts and other things, he had about 1000 daelders[49] which of right belong to me, and of which, if he had remained alive, I should apparently not have received much. *Brandt pelen* and *claes jansen ruyter* were witnesses thereto, which is all right except that they should have advised me of it or at least have urged *Gerrit de reux* to enter the same in the books, as he was careful to do about the grain in the field appraised at 75 guilders a morgen, one half of which he was entitled to in June though according to his contract his lease expired in January, as you may

[48] March 11, 1649. Sander Leendersz and his wife Catalijn Sanders acknowledge their contract with the late patroon, dated March 28, 1639; *Gerechts Rolle*, 1648–52, f.27, among the *Rensselaerswyck Mss.*

[49] One daelder = 1½ guilders.

read at length in the enclosed documents. I have paid the brother in law of *brandt peelen* 600 guilders and also agreed to pay f120 to the heirs of *Gerrit de reux,* deceased. Let him [Peelen] conduct himself as an honest man and do justice to his master; he will then keep a good conscience and I shall not grudge him his profit if I get my half [share]. Say this also to *Cornelis theunissen,* with whom you will discuss your affairs and communicate to him this letter and all my papers. I have for that purpose made him my own as well as my coparticipants' representative. Let him also incline toward my side, he will not have to complain of it; let him help me in my rights, more I do not ask and he shall be duly rewarded by me. I have no time to write to him; give him his sealed commission and urge him to take good care that his farm be profitable too, as thus far it has been a great expense to me and yielded few returns; let him also write to me about everything. Hand also to cousin *maurits* the enclosed appointment as farmer, urging him to be faithful and diligent, for although I am far out of their sight they ought to be faithful to me, as they have no expenses in the world and gain whatever they gain through my investment. Nor ought they to defraud me of any part of my half, no matter how they make it; my contract with *Gerrit de reux* says plainly that I am entitled to one half of all and everything. This is the secret, they seek to defraud me in that and I must therefore secure something for myself too by means of the price of grain, till I see that they give me what is due to me; then I shall seek their best interests also.

I have no doubt but you have received the goods which I sent by *minuyt,* as well as those by *Cornelis melyn* in *twapen van noorwegen,* and sold them to my best advantage, either to the people on account or to the savages for skins.

If you and *Cornelis theunissen* do what is right and send me good returns of peltries, you will have your profit thereof also, as the contract with *Iacob planc* provides. At first he looked out for me properly, but toward the end mainly for himself; however, we have come to an amicable agreement, for when I see that a man deals justly with me, I can overlook something. See to it that you do not give or lend to people who are not likely to repay me, as I am again sending a large quantity of goods, of which I enclose the invoice, which I hope that Director *kyeft* will send you. Of each cargo that arrives by the different ships you must keep a separate account and yearly send me a correct statement thereof, and in order that no stranger swindle us out of the trade in the colony,

do not allow any traders to stay with any one in my colony, or to be furnished with provisions or grain, for under that pretext I get cheated and other inhabitants of the colony are defrauded too. The servants of the Company may trade as much as they please but strangers and private traders I do not want my people to trade with. They must trade with my *commisen* and my *commisen* with the people of the colony, as can be seen from this enclosed original contract made with the freemen, which you must examine with *Cornelis Theunissen*. Nor do I want any of my grain to be sold or other articles of food to be given to any traders who refuse to trade with you, nor my people to exchange any goods or merchandise with such traders, on penalty of expulsion from the colony. In fine, whatever strangers trade in my colony must, as said above, trade with my *commisen,* and then it will go all right and the *commisen* will also be able to make some profit for themselves and for their master. If you notice that you are short of merchandise employ means to exchange for such merchandise as you lack the skins which you have obtained by barter or which have been delivered to you by other colonists and carry on trade with the neighboring settlements[50] even if this is not quite so profitable. Frequent gain, though little at a time, is also good.

The Company has further charged me to write to its director that he must pay for my grain either peltries or merchandise at reasonable price. I have written my opinion about that to Director *kyeft* and have no doubt but that, if you run short of any kind of merchandise, he will give you good merchandise for good wheat, as a good deal of wheat must already have been delivered or be in process of daily delivery. Each year you must settle your accounts. Enclosed is a memorial which I sent him; act as if you had not received it and let no one but *Cornelis Theunissen* see it. In order that you may recognize it, I have marked it with a large *N. B.* If he gives you merchandise you can barter for skins with it, and if in return for grain he delivers you seawan you can also buy skins with that, and if he has neither he must deliver you skins and the skins you can exchange for merchandise and by so doing put most of the trade in my hands, when I shall also be able to remunerate you better. For the present, as I have no proof of your work, or of that of *Cornelis Theunisen,*

[50] *ende doet den binnen lantsen handel;* literally, and carry on the inland trade. See p. 455.

I have appointed you provisionally as secretary and bookkeeper, and I shall advance you further if you stand by me and do me good service and if you are diligent about writing and keeping record of the farms and animals. And above all be careful not to mix with the heathen or savage women, for such things are a great abomination to the Lord God and kill the souls of the Christians when they debauch themselves with them. Therefore work and move in the council that an ordinance be issued imposing severe fines and punishment on those who are found guilty of it.

I have written a letter to *albert andriesen,* which is herewith enclosed. You will copy it and hand it to him open and then govern yourself according to the contents. An ordinance should be passed in the colony directing the people to sow wheat by itself, for otherwise they mix rye and wheat, which is bad in every way, especially in reaping, as the rye is ripe sooner than the wheat and therefore spills on the ground during the reaping, to the great loss of the farmers. Let some be sorted first; this will produce clean wheat and can then be used as seed and so increased.

As to the debts which *Dirck Corsen* claims for merchandise delivered at Rensselaerswyck, according to the memorandum sent to *Iacob planc* which he has handed to you, please collect these as far as possible and see that *Cornelis Theunissen* pay his account also.

Cristen Cristensen noorman owes his mate who did not go with him f20 for tools sold to him. Let him pay this to you, he will thereby pay me there what I have advanced him [his mate] here. I believe his name is *barent.*

Regarding the boards which *Peter Cornelissen* may saw and which may be needed for my houses, he must not rate them too high, otherwise it were better to divide half and half with him.[51] I have also given him some office, as you can see by his commission. I hear that the mill is working and that plans have been made for the erection, at the least expense, of a grist-mill, which is much needed there.

Concerning the goods which I send you or which you receive there, separate accounts must be sent as follows:

proposition 60% First, of those which are delivered to the people on account of their wages. To these people things must be sold somewhat cheaper than to those who give furs in return.

70% Second, of those which you issue to free men or to others

[51] Cf. p. 444.

for furs and these people must be divided into two classes, those that give you furs at once receiving things a little cheaper than those who give you furs afterwards, for one can always buy more with ready money than on credit.

at least ... or as much as you can get

Third, an account of the furs which you yourself get by barter from the savages for merchandise; that will be most profitable to me, but I have no objection to others of my people making something too if they turn over the furs to me or to you in my name.

planc brought me at least f100 in grain and f300 in skins. The duty [to the company] here and the import duty must be counted, also the freight charges and the duty for the Company there.[52]

When you receive skins from the director of the Company, for wheat at 4½ guilders a lb,[53] according to the enclosed copy, I need not pay any duty as I am free from that, but of other skins I owe one guilder on every merchantable skin, in conformity with the 15th article of the Freedoms of New Netherlands, which I send enclosed. You must read through carefully; and when you send me skins send me the very best, as I have to pay but one guilder duty on every skin no matter how large it is, while you can exchange the small ones with other people for merchandise.

All the skins or tobacco which you send me you must enter with Director *kyeft,* taking a receipt from his hand that the duty has been paid. You must pay it in grain and pack the skins in substantial boxes, well preserved, tightly nailed and marked as the boxes which I send you, and on each box or cask you must put a distinct number. If you give me satisfaction in everything you will have enough to do and I shall be able to judge of your ability and take care of your promotion.

Kiliaen van Rensselaer to Pieter Cornelisz van Munnickendam[54]

May 13, 1639

Pr. Cornelissen

The 13th of May 1639, in Amsterdam

Worthy, discreet Sir: As the wind begins to blow and the lords directors will immediately leave for the Texel, I can not answer your letter at length. I am sorry about the discord which I notice

[52] *... recognitie hyer metie convoy moetten gerekent worden; ooc de vrachten en ... recognitie daer aende Compe.*

[53] Cf. p. 158

[54] *V. R. B. Mss, Letter Book,* f.112b.

among my people, each complaining of the other, and as yet I can not see that it tends much to my profit. I shall therefore await further advice before resolving to appoint my principal officers. I expect from you also further advice concerning the condition of the sawmill. I hope that it is steadily at work and sawing large quantities of boards. However, you must not put the price too high for the lumber that is used in the colony on my houses, for in that way I should receive with one hand and spend twice as much with the other. What is sold to others or to strangers is a different matter. Therefore, you must make the price reasonable or otherwise my people could divide with you, taking as much [lumber] as I would need and leaving you an equal quantity to sell to your best advantage; the balance which might then remain could be sold for the common benefit. Do not neglect to write all the circumstances, how much profit I can expect from the sawmill, what the prospects are for the grist-mills and what they would cost. By the same ship goes a carpenter, called *Jan Cornelisz,* who understands mill work thoroughly and who is a freeman. He will no doubt assist you in one thing and another, but I recommend to you to arrange matters so that I do not suffer loss, for to treat me like the Company will not do. I prefer to do nothing rather than suffer loss. You write about a house, that is all right for you to live in, but the mill must yield me profit, otherwise the house is of no use. In the hope that your business will succeed, I have also begun to think of your advancement as you will see from the enclosed commission. I highly recommend you to observe your duties and if any one should hinder you in the performance thereof, let me know it, but on your part do not be a cause of dispute; and neglect not to send me our account that I may see how matters stand.

It is said that you have many furs with you; you know how many I have given permission for you to have and everything above that must be shared half and half *and when I notice that goods follow and that I do not receive words instead of money, I shall send enough merchandise and not forget you either.*[55] As to the tenths of the sawmill, I keep this matter under consideration as the contract which I sent and the extract[56] which I enclose will show you. I have not yet filled the high office or [the posts of] officer and *commis,* as may be seen from the commissions of the others, which

[55] Underlined in *Letter Book.*

[56] Extract from the contract with the freemen, mentioned in the commission to Pieter Cornelisz of May 12, 1639.

they will doubtless show you and cause to be recorded at the same time.[57]

The money which you owe *Dirck Cornelissen*[58] you must pay me and I shall reimburse you for it. However, send me the account showing what it is about and deal openly with me about everything. When I notice that, I shall do the same with you. *I see in your letter what you have to say about others but this does not vindicate you from what they write about you.*[59] With God's help I expect better advice, better profits and better service and harmony than there have been thus far, otherwise it would grieve me and I should be obliged to follow an entirely different course, *for if every one seeks his own interests it can not go well with the patroon.*[59] From what I hear it seems that *Gerrit reux* had nearly 1000 daelders worth of property with him, in money and skins as well as in outstanding debts, which apparently I should have been cheated out of if I had not found it out. *If others do the same I shall undoubtedly find them out also.*[59] If you experience any opposition from the farmers in the delivery of the tenths or the entering of the grain which they ship, let me know it; I shall settle that all right and know how to guard myself against it. I understand also that an ordinance ought to be passed in the colony concerning the grain which is sold to the inhabitants of the colony who ought to get it cheaper than it is sold at the *Manhatans*. Finally, I listen in expectation[60] and shall see what the results will be. You write about advancing money from your purse; that is speaking in general terms; you should write me what and how much and what has been done with it, and each year send me an acount thereof, so that we may yearly settle and balance accounts in order to avoid misapprehension. Wherewith ending in haste, I commend you to the gracious protection of Almighty God and greet you heartily. *Vale.*

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[57] *Ick hebbe de Hooge Offitie oock noch niet vergeven als officiers en Commissen gelyck Ijj dacte van andere te sien is die sy al wel sullen vertoonen en gelyckelyck ten Protocolle doen registreren.* The *Hooge Offitie* refers to the office of director general; see instructions to Cornelis Teunisz. Aug. 4, 1630.

[58] This should be Dirck Corsz; Cors does not stand for Cornelis but is a short form for Christian.

[59] Underlined in *Letter Book*.

[60] *ick Luystere in peres.*

Kiliaen van Rensselaer to Albert Andriesz[61]

May 13, 1639

Albert Andriessz

This 13th of May 1639, in Amsterdam

Worthy very discreet Sir: As the wind begins to blow from the east and the lords directors are on the point of going to the Texel to dispatch the ship to New Netherland, I shall not reply at length to your letters but must say to your credit that I have received returns from no one but your honor. On the other hand, I have heard complaints saying that you have cheated *Dirck Corsz* and for seven pieces of duffel given him but 25 beaver skins. *dirck corsz* has been an unfaithful supercargo; write me the truth of the matter and pay me what you still owe him and if I then discover your honesty therein, I will on my side reach you the helping hand in every way, and now that the trade is open send you by and by plenty of merchandise. Arrange it so, however, that every one may have something. Provisionally I send herewith some merchandise. Go to my cousin *Arent van Curler* and give him a true account of the transaction with *dirck Corsz* so that he can feel that the matter is straight and [if] you satisfy me in this respect I hereby give him orders to deliver to you necessaries for yourself and your people at an advance in price of 50%, which with the present increase of duties and freight charges to the Company cost me more myself, as well as merchandise for the Indian trade at an advance of 75% over the purchase price here; in return for this you will furnish him skins at such a price that you make something and that I may have something too and to such an amount as he can give without inconvenience to others and to the trade which he carries on for me, and when these things have gotten well started, keep on my side and you will thank yourself.

And to show that I shall also seek your advantage in the tobacco which you sent me and that which you are to send this year, I will try to sell it at the highest price, which is of benefit to you; furthermore I will give you 25% more than your half of the net proceeds will amount to, which 25% shall be balanced against the 75% that you give me on the merchandise which you trade for skins so that the merchandise as far as the said sum goes will in fact cost but 50%. I will also grant you 25% discount on the grain which you

[61] *V. R. B. Mss, Letter Book*, f.113.

buy from me or need, so that when wheat costs 10 guilders a mudde, you will deduct 25% and really have to pay but 7 guilders and 10 stivers a mudde, that is, so far as the money for the tobacco sold for you reaches, but for anything above that the old price of f10 a mudde must remain, unless a lower price be adopted in the colony, about which I am also writing to *Pieter Cornelisz.*

If the farmers should agree that the market of the wheat for the inhabitants of the colony and for no one else were fixed at 8 guilders a mudde I shall be satisfied, although I do not like it. In that case, if the wheat came down to 8 guilders, by balancing the 25% discount against the expenses of the tobacco, it would cost you but 6 guilders a mudde, but this must be fixed voluntarily as I should not want to force or constrain any one thereto.

Now as to the tobacco which you sent me, it is a great loss to yourself and to me that the tobacco in these barrels was so poor and thin of leaf that it could not stand being rolled, which must be due to your having left too many leaves on the plants; furthermore the weight was short. On the one hand, I am suspicious about *hermen den boutwercker,*[62] now going to New Netherland, whom for that reason I did not want to take into my colony as a freeman, as he goes over as a broker and in all sorts of ways tried to induce me to put it[63] at 6 stivers [a pound] which I did not want to do; on the other hand, there must be some error, for barrel No. 2, which you put down at 292 lb, weighed but 220 lb. I have measured the barrel and compared it with others and it is not possible that it could have held so much; however, this is the first time for you and me, in the future we must be more careful about that. These are the weights as I have found them: No. 1, 184 lb; No. 2, 220 lb; No. 3, 190 lb good and 13 lb rotten; No. 4, 143 lb; No. 5, 178 lb; No. 6, 140 lb; No. 7, 187 lb good and three pounds rotten, amounting together to 1242 lb good [tobacco]. Deducting 6%[64] for the stems, or 86 lb, there remain 1156 lb net, which at 8 st a pound amount to f462:8. I have given them to a man to sell for that amount but not half of it is sold yet. Meanwhile I do not want to keep you waiting. I have paid for freight according to my Freedoms 30 st per 100 lb, for which others would have had to pay twice as much. I have also paid 1st per lb duty which amounts to f60, and with some small charges by coopers and truckmen, in all to f90. There

[62] Should be *den bontwercker*, the furrier.
[63] The price of the tobacco.
[64] So in original, but should be 7%.

remains therefore net f372:8, that is for your half f186:4, against which you must credit me with one half of what you have sold there, and in order to close this account, reckon the wheat which you have received and which you are still to receive at f8 a mudde, for so far as these f186:4 of your half share reach, above that the wheat must be counted at f10. Please make out also each year a complete account of all expenses and receipts from the tobacco so that I can see whether I make progress or not. Had this tobacco not been so bad and wretched, I could have gotten 10 stivers for it, and if in the future you take better care and leave fewer leaves on the plants, I hope that we shall get as high a price as others. The tobacco from *Christoffel*[65] is here so plentiful that it brings but 3 stivers a lb, therefore try to grow good stuff, for the poor quality brings little money. I can not get many people on account of the great mortality which there has been in this country. Your brother in law was with me but has not come back; be commended to God Almighty.

Kiliaen van Rensselaer to Jacob Wolfertsz[66]

May 13, 1639

Jacob Wolverssen, in New Netherland

The 13th of May 1639, in Amsterdam

I have received yours of the 13th of August 1638 and noticed how everything is situated. I have no time to reply as the wind begins to blow and the lords directors have already left for the Texel. I only urge you in a general way to help me wherever you can do me a kindness and I will return it. I shall also look forward to your letter when you have been in the colony, stating what you have found out there to my best interest and your own. If my cousin *Arent van Corler* should be dead, which I hope he is not, I hereby give you power to receive the goods which I am now sending over. Open his letters and follow the directions contained in them and keep separate accounts of the said goods, carrying out the orders which I have given him. I have not time to write more because the time is gone. Commending you to the gracious protection of Almighty God, I greet you and your wife and your father[67] and all the old acquaintances heartily.

[65] St Christopher; an island in the West Indies.
[66] *V. R. B. Mss, Letter Book,* f.114.
[67] Wolfert Gerritsz van Couwenhoven.

Kiliaen van Rensselaer to Ulrich Lupoltt[68]

May 13, 1639

Sr ulrich Lupolt, in New Netherland

The 13th of May 1639, in Amsterdam

Worthy, prudent, very discreet Sir: I find myself with your honor's favor of the 12th of August 1638, but as the wind forces me to be brief, I can not reply as I ought. I thank your honor for your friendly offer and would not in the least have your honor get in any way into difficulty on my account. I seek your honor's favor and assistance only where it does not interfere with the service of your honor's masters and my lawfully obtained Freedoms and Exemptions of New Netherland (offered by the Assembly of the XIX to all the participants), especially in sending people and goods again at the first opportunity and in the most convenient way to the colony, so that they may not be detained; in this you can assist me; I shall not neglect to be grateful. I have already recommended you to the lords directors with whom I am acquainted and think that your honor will now have a better place than the office of fiscal has been, wherewith ending, I commend your honor after hearty greetings to the gracious protection of Almighty God and remain. I thank your honor most sincerely for friendship formerly shown me.

Kiliaen van Rensselaer to Toussaint Muyssart[69]

June 11, 1639

Toussain Muijssart, at Leyden

This 11th of June 1639, in Amsterdam

I received yours of the 28th instant, also the f409:7½ from *Sr. Daniel* and *Pauwel Godijn* on the 6th instant, making with the f200:12½ for the blankets 600 guilders[70] credited to the account of Mr *Johan de laet* for his tenth share in the consignments purchased for our colony and its other expenses; also the 600 guilders which by previous letter you made me pay for your tenth as aforesaid, all subject to proper audit and further settlement. As to our

[68] *V. R. B. Mss, Letter Book,* f.114.

[69] *V. R. B. Mss, Letter Book,* f.114b. The heading and first line of this letter are in the handwriting of Kiliaen van Rensselaer.

[70] It will be noticed that the amounts do not check.

goods, of which notice was given and which were in the storehouse in time, they were twice sent to the Texel by lighter but could not be loaded in the ship *den Haringk* on account of lack of room and consequently came back again, except the iron and steel and smith's coal and a few other goods which were taken, as well as all our people, to the number of about 12 persons. I was very angry, as I had reason to be, and the Company or its commissioners finding their mistake have hired another ship to go thither and to transport our goods, but when that will get to sea I do not know. It is a great loss to us; we had a fine cargo, amounting to more than f4500, which will still bring us good returns if it can be gotten to the colony before winter, otherwise we shall lose a year's time; this Mr *de laet* ought at a convenient time and with courtesy to urge on Mr *Coenradus* and the other directors and show them how their fault results to our prejudice. I should have written before but was sorry that they treated us so. Now a ship has been chartered, we may still hope for the best.

Kiliaen van Rensselaer to Matthijs Muller[71]

June 11, 1639

Mathys Muller, at the Hague

This 11th of June 1639, in Amsterdam

Ordinance of the patroon concerning the sale and export of furs, grain, etc.[72]

August 3, 1639

Ordinance

Whereas it is just and fair to prevent and check as much as possible all frauds and abuses, and whereas many of them originate in the shipment of divers furs and other goods out of the colony of Rensselaerswyck by the inhabitants or residents thereof, without entering them properly or in any way giving notice thereof, whereby the Chartered West India Company may very easily be

[71] *V. R. B. Mss, Letter Book,* f.115. The letter itself is not found but only the address and date.

[72] *V. R. B. Mss, Letter Book,* f.164b.

deprived and cheated of its dues and their patroon of his profits. Therefore, the aforesaid lord patroon, in order to prevent such evil, as well as for other reasons, has seen fit hereby earnestly to admonish and strictly to enjoin all subjects and inhabitants of the said colony that no one of them, whoever he may be, may send out of the aforesaid colony, by himself or by the servants of the aforesaid Company or by any one else, either directly or indirectly, any furs, tobacco or other goods, whether by water or by land, up or down, to the *manhatans* or to the fatherland or wherever else it may be, without having legally and properly entered and given notice of the same in writing, both to the secretary and to the representative of the patroon, to each separately (and this before any one has loaded or shipped any of the goods in the ships, sloops, canoes or other vessels), with declaration as to the patroon's share therein, everything on pain of forfeiture of the said goods by the sender to the patroon, who shall have the disposal of them, which aforesaid secretary and representative must each for himself keep accurate accounts thereof and furnish the senders with proper certificates. And in order that no one may be exempt therefrom, the aforesaid secretary and representative must, each for himself, notify the supercargo of the vessel of the goods they want to send, even if the goods belong to the patroon, on forfeiture and disposal as above, and no shipments which have not been legally entered shall be sent. And in order that the aforesaid lord patroon may not be deprived of his share of the grain, tobacco and other products, no farmers, tobacco planters or the like, in his employ and under special contract, shall be allowed to alienate, sell or deliver, to whomsoever it may be, any grain, tobacco, products of the soil, animals or whatever else it may be, in which the patroon has a share, without notice to and knowledge and consent of the secretary, representative and supercargo of the vessel, each one separately, or at least two of them, with the exception of the tithes which shall be in the hands of the receiver of the tithes. And in case any one do this without knowledge and consent as above, the half share of the concealer shall be void and forfeited, whenever it shall be discovered or become known, to wit, one fourth part to the officer and the other three fourth parts to the secretary, the representative and the supercargo of the vessel, on condition that they take care, jointly and separately, before they divide, that the patroon's half be properly accounted for and turned over to him. And as the office of officer or schout is at present still vacant, the fourth part be-

longing to the officer shall be divided into three parts and given to the secretary, the representative and the supercargo of the vessel, which three shall provisionally and until further orders perform the duties of officer, the secretary having the precedence. And the council of the aforesaid colony is hereby ordered and authorized to declare such goods confiscated and to proceed against the violators of this ordinance as according to circumstances they shall see fit, as none of them ought to permit the aforesaid lord and patroon to be in any wise injured in his rights or share, or to connive thereat, in view of the fact that he is far away and can not be present to protect his rights. The aforesaid council shall also see to it that this present ordinance be properly proclaimed and recorded by the secretary and that this ordinance be made known to all the inhabitants, subjects or residents in the said colony (without however admitting any residents) by posting of public notices, proclamation, personal notification or otherwise, in order that no one may claim exemption on account of ignorance, and if the council be neglectful herein, they will be held responsible, since the rights of the aforesaid West India Company and the profit of their patroon are most vitally concerned in this matter. For which purpose the lord patroon has sealed this original instrument with the seal of the colony and signed it with his own hand. In Amsterdam, this third of August 1639.

Kiliaen van Rensselaer to Arent van Curler[73]

August 4, 1639

Arendtt Van Curler, in New Netherland

In Amsterdam, this 4th of August 1639

Mon Cousyn: Enclosed I send you a copy of my previous letter sent by the ship *den Harinck*; this you must also do, that is, send by each ship copies of what was sent by the preceding one, as the ships may meet with disaster, as did the ship *de liefde,* which lately sailed from there and was taken here close to land by the Dunkirkers. All the letters and papers were torn and thrown overboard and I received not a word of writing from any one, for which I am very sorry, as I do not know how matters stand there. *Dirck stypel*[74] told me a good deal by word of mouth but he has acted

[73] *V. R. B. Mss, Letter Book,* f.115.

[74] Dirck Stipel was appointed by the director and council of New Netherland, June 3, 1638, as wachtmeester, or commander, of Fort Orange, at a salary of 10 guilders a month, to commence July 15, 1638; see *N. Y. Col. Mss,* 4:10.

in a rash way here, so that I fear that he has told me lies. He is at present not to be found, though the banns for his marriage were published last Sunday for the third time, and he does not appear. He told me that on the east side six farms were completed besides the house of *Cornelis masen* which they were building; further, that this year I had already obtained 12 heifer calves in the colony, also that Commander *kyeft* had settled accounts with you and *broeder Cornelissen* and sent a draft for about 8000 guilders by the captured ship, and many other things which I doubt very much. If it is true, another draft must be sent to me at the first opportunity. Although the lords directors had agreed with me that they would deliver there furs or merchandise for the grain, which agreement has been sent by *den harinck,* I am satisfied if this be done for the future; but the aforesaid draft must be sent to me and you must not take goods for it, as I send herewith by the ship *Den engel Gabriel* such goods as could not be loaded in *den harinck*, together with many other goods, as you can see from the enclosed invoice, the goods sent in *Den harinck* amounting to f565:1:8 and those in this ship to f6112:13, for which I shall expect good returns in furs or drafts. If any one of my people should desire any money here in this country, have that transferred to the books of the Company in the custody of Mr *kyeft,* in order that they may receive it here from the Company, the amount to be charged to my account of the grain furnished. And pay those to whom I owe anything there as far as possible in goods or by transferring their accounts and so avoid as much as possible issuing any drafts to me. Enclosed is a sealed ordinance for the council to pass and put into effect in the colony, together with sealed instructions for *Cornelis Theunissen* and the copy of a detailed memorandum of payments to the people; also four authentic copies of commissions for yourself, for *Cornelis Theunissen*, for *pieter Cornelissen* and *maurits Jansen van broeckhuysen,* the sealed originals of which were sent by the ship *den harinck;* also a copy of the memorial marked NB; from all of which, as well as from the copy of the last letter and from this letter, you can sufficiently understand my meaning and intention. Please record and copy all [the documents] and observe everything carefully, for in that way you will do me and yourself a service, but it can not be done without pains and I shall soon find out whether you can carry out my plans or whether I must make other arrangements. Now has come the time that you can advance yourself, therefore avail yourself of it. Read and reread all my writings as

much as possible; if you do not spare pains you will get more experience from them than a young man acquires who stays four years with a master and pays in addition 100 daelders a year. But you must not spare quills and paper and must reply at length and punctually to everything I write, not from memory, but by placing before you my letters and instructions and answering point for point, and do not follow your own mind but the will and intention of your master. If any one opposes you, give me discreet information and I shall support you, and do not listen to people who seek their own advantage.

In box No. O.O. is a wooden model of a small church;[75] please use diligence in erecting it at the least cost, if the [building of the] farmhouses does not prevent it. I have at *Craloo* a farmhouse of that shape, which is 60 feet wide. This church would be but 48 feet wide, so that it ought not to cost so very much. However, the upper structure is somewhat heavier and a story higher. It is my definite intention that this church be put opposite Castle Island, north of the small grove[76] and south of the farm of *Gerrit de reux*, deceased, not far from the small grove on a small hill,[77] near or on the bank of the river. *Cornelis Theunissen* would perhaps rather have it on the west side of the river, but I am firmly resolved to have it on the east side, at the aforesaid spot. Near this church ought to be built also a dwelling for the minister and one for the sexton and this at the least expense; to this end the eight farmers should bring the timbers to the required place, *Pieter Cornelissen* furnish the boards cheap and the smith and especially the carpenters work diligently. Inquire some time what they would ask for wages for these three buildings with a palisade[78] around the churchyard and write me about it at the earliest opportunity, for as long as there is no minister it can stand some delay. It depends too on whether *pieter Cornelissen* will receive enough in tithes to pay the expenses of the church and the salary of the minister, but tithes will increase year by year if the [number of] farms increases somewhat, for which I long very much; I also hope that it may go better henceforth than it has thus far. You must in every way look out to whom you give merchandise and keep distinct records and send me the accounts of what was sent over last and of the skins received in return. I have insured 600

[75] *Inde Casse No. O.O. leckt een houtsmodel van een kercxken.*
[76] *het bosgen.*
[77] *op een hoechgen.*
[78] *pallissade.*

skins to be sent in *den harinck* and in this ship. You can govern yourself accordingly and send me as many as you can possibly get, and inasmuch as I have insured them, if you can not get them otherwise, try to obtain some from Commander *kyeft* for grain, or buy some from the freemen or others for merchandise, or in whatever way seems best, in order that in these two ships the 600 beavers which are already insured may be sent over and this for my own account, as the insurance would be void and of no value if any one else should share therein. You must be very careful about that, as otherwise I might easily spend money uselessly and not be insured. But what is sent for my account must be expressly stated in the letters and bills of lading and no one should send anything that does not belong to me, as I have insured my own goods only and not other people's. Therefore do not allow anybody to send anything that does not belong to me; if any one should want to send anything to me, he may do so on his own account but not under my name. I should also be pleased, and it would be advantageous to the people, if some of the mechanics and others would build their houses around the church, as for instance *reyer Stoffelsen Smith,* who would be nearer to the farms there than anywhere else; also the wheelwright, the carpenter and such like, but as they are freemen, I can not command them. However, you will not neglect to inform them of my pleasure in the matter. Pay close attention also to the inland trade, giving the people of the colony merchandise for furs and selling such furs again for merchandise at the *manhates* or to other people, which said merchandise you could in turn exchange for furs in the colony and in this way do me a great service; however you must not trade on credit but exchange goods for goods and I will take notice of your services and give you a proper share of the profits which you realize, or advance you. It depends only on good management to bring the most of the trade at Fort Orange, aside from that of the Company, into my hands[79] but if you want to mix your private interests with this and seek your own advantage, you will spoil one thing as well as the other, for which you must look out. Wherewith ending, I commend you to the gracious protection of Almighty God and greet you heartily from us all. I shall not have time to write to any one else, especially to *pieter Cornelissen* and *albert andryesen,* whom I wrote by *den harinck;* for fear the [letters] were not

[79] *het en mancqueert maer aen goet beleyt omde meeste handelinge vant fort orangien buiten de Compe. aen my te brengen.*

received, I send enclosed copies which you will hand them or copy. But if they received the originals by *den harinck,* you may keep them or tear them up. Give my greetings to *Claes Iansen van naerden* and recommend to him to see to the putting up of buildings on my farms, to set a good example to the men, in everything to serve my best interests and to build the church in such a way that he may be proud of it. Greet also my cousin *maurits Iansen,* recommending him to be diligent and economical and not to do like others but to be straightforward. Greet also the other farmers, urging every one to be faithful and diligent, and do not forget *Cornelis Theunissen,* reading to him his sealed instructions and urging him to observe them carefully and to assist you with his best advice. *Thys barentsen Schoemaecker* still owes me a good deal; let him pay you in skins at a reasonable price. You must know that beaver skins have gone down at least two guilders per marketable skin and, since they are sent at my risk, that you must get them proportionately cheap. Do not tell anybody that I have insured some skins.

Kiliaen van Rensselaer to Willem Kieft[80]

August 4, 1639

Willem Kieft, in New Netherland

In Amsterdam, this 4th of August 1639

Heer Directeur: On the 12th of May last, by the ship *den harinck,* I advised your honor at length and also sent the invoice of the goods amounting to f4551:4, which I intended to ship on my account and which were in the warehouse in plenty of time but had to be left out of the ship on account of lack of room. On my showing my dissatisfaction about this, the lords directors resolved to let the present ship *den engel Gabriel* follow (which has taken already pretty long); as the fault was on their side and I had given notice of my goods at least six weeks before the departure of *den harinck,* they are themselves the cause of this double expense. I send enclosed the invoice of what I have bought since the former invoice, amounting to f2126:4:8, at the utmost, including expenses, which together with the preceding consignment of f4551:4, amounts to f6677:8:8. Hereof has been shipped in *den harinck* f565:1:8, consisting of ironwork and smith's

[80] *V. R. P. Mss, Letter Book,* f.116. In the handwriting of Kiliaen van Rensselaer.

coal shipped by *Jeronimus la crois* to the amount of f459:9; a small square box No. D.D. at f87:0:8; a small keg of soap No. V, at f18:8. The rest, amounting to f6112:13,[81] goes in this ship, of which the lords directors will send your honor the invoice and if they fail to do so, which I hope they will not, your honor can see [what this rest is] from my invoice sent by *den harinck* and the enclosed additional invoice itself. May Almighty God watch over it all that it may arrive in time to be sent to the colony before winter, in furthering which your honor's diligence will oblige me exceedingly.

Since my last letter I have learned to my sorrow that the ship *de lijefde* which was nearly safe before *'t Vlije*[82] (which it did not want to enter) was taken by the Dunkirkers between there and the Texel, all letters and papers being cut to pieces[83] and thrown overboard, so that I have not received a word of writing, though I am told that there were many letters addressed to me, especially one from your honor, the loss of which annoys me exceedingly, as it seems to have contained an order on the Company for a considerable sum which I can not demand now for lack of advice and proof. If this is so it must be for grain furnished, the pay for which I shall now have to forego so much longer. I request your honor therefore and shall depend on you to send me another order, as well as copies of your honor's letters. I had agreed with the Company that your honor should there pay for my grain in furs, merchandise, money or credits, and your honor has been notified hereof by *den harinck*, but as it has not been done that way now, I shall once more expect the aforesaid order on the Company and hope that in the future the grain which is furnished your honor will be paid for in merchandise or furs as aforesaid. I send herewith a copy of my last letter sent by *den harinck*, but as I hope that the originals have arrived safely I keep the [copies of the] documents and papers which were sent to your honor with the original letter. *I send your honor also a power of attorney from the heirs of* Gerrit de reux, *deceased, which I accept for so far as I am concerned, requesting your honor to send all the papers, goods and effects, together with the inventory of the said* de Reux *to me, in order to settle all accounts with the said heirs, I should also*[84] be very glad to know your honor's future intentions regard-

[81] It will be seen that the amounts here given do not check properly.

[82] The Vlie; channel between the islands of Vlieland and Terschelling, on the north coast of Holland.

[83] *In stukken gesneden.*

[84] This passage is underlined in the *Letter Book*

ing my grain, whether I must expect beaver skins or merchandise or other payment for it, for if beavers, I could insure them here if I knew in advance how many to expect and by what ship, and if merchandise, I would send so much less from here, so that this ignorance of what to expect is quite detrimental to me. Meanwhile, the farmers who have their share in the grain might wish to go insured under my name and I might suffer loss, as would have happened if I had had beaver skins in the ship *de lijefde*. And as I have as yet no one among my people who has any business training, I ask you kindly to help them a little in drawing up bills of lading and other receipts in order that in case of loss I may satisfy the insurance agents and that no one's goods may be mixed with mine. In the hope of a good consignment both by the ship *den harinck* and by this ship, I have insured 600 beaver skins on the home voyage. If my people should not be able to send that number in both ships, please to add some at my risk, in payment for the grain which I furnished since the aforesaid order on the Company, in order that I may not have to ask for any rebate from the insurance agents. Said beaver skins must also be entered on my bill of lading under my name. Your honor can do this in conformity with the letter from the lords directors and it would be an accommodation with respect to the rebate; also, since the said beavers have so much depreciated, a price of f4½ a lb, according to the former resolution of the council there, is not as favorable to me as your honor has made it out to be. I have written to my people that they must pay the duty on my furs to your honor, but in view of the fact that the freight of the merchandise must be paid there, the lords directors would be pleased to receive the duty here, as I have always done formerly and even now recently with *Jacob planck*. In that case my account there should not be charged with it. The 15th article of the Freedoms says also clearly that the guilder on each merchantable skin must be paid here. I intended to send several farm laborers by this ship, but *Dirrick Stijpel*, on whom I relied, has deceived me. The banns for his marriage were published here for the third time; at present he can not be found. Apparently he has told me many lies, so that I am anxious to get copies of the letters sent by *de lijefde* together with the new ones. *Vale*.

Instructions to Cornelis Teunisz van Breuckelen as representative of the patroon[85]

August 4, 1639

Instructions for *Cornelis Theunissen van breuckel,* representative of the patroon and the participants of the colony of Rensselaerswyck, according to which as well as other [rules] he must govern himself in defending the rights of his lord and master

First, he shall take care and help bring it about that means be found to pay the persons connected with the church and the government and to that end give the receiver of the tithes every possible help and assistance; also at the least expense to the patroon further the erection of the church, a model of which is sent herewith (and which must be put up north of the pine grove and south of the farm of *de laets burch* on a hill which is there near the river)[86] seeking to contract for the same with the carpenters and writing to me what wages they ask; also, further the erection of a dwelling house for the minister and one for the sexton, and if necessary cause them to be surrounded with palisades, for which the eight farmers ought to bring the timber to the place and to which others must contribute proportionally.

Next, he shall see to it that the council of the colony shall as a rule be complete and consist of seven capable persons, or, when the inhabitants increase, of nine persons, leaving vacant the following three places till they shall be filled by the patroon by commissions under seal: first, the place of director general of the colony till the patroon shall qualify somebody for it; secondly, the place of *oppercommis* of the colony till such time as aforesaid; thirdly, the place of officer of justice till such time as aforesaid. And as the place of officer of justice ought not to be vacant, the patroon has provisionally and till further orders qualified thereto the following three persons: *Arundt Van Curler,* who is at the same time secretary and bookkeeper; *Cornelis Theunissen van breuckel,* who is also representative of the patroon and of the participants of the colony; *Pieter Cornelissen van munnickendam,* who is also receiver of the tithes and supercargo of the vessel. Which three persons, for the prevention of all disorder, abuse, violence and trouble, shall in good

[85] *V. R. B. Mss, Letter Book,* f.165. Extracts in *V. R. B. Mss* 36.

[86] *moddel vande kercke (die gestelt sall worden, benoorden het grene bos, ende besuyden de bouwerye vande laets burch, op een hooghte die aldaer is byde reviere) dat hyer nevens gesonden wordt.*

accord fill the place of officer and execute the same either by unanimity or majority of votes, without however outvoting *arent van Corler,* to whom the care of the office is chiefly entrusted though he is to be assisted by the others.

And as the office of *opper-commis* can not very well be left vacant either, since the patroon has already sent various goods and hereby sends others, *arent van Corler* who was engaged as assistant shall provisionally and till further orders fill the said office also. But as he already has several positions and the patroon does not dare charge him with so many nor trust him with the provisional execution, he shall accept the aid of *Iacob wolfertsen,* the son of *wolfert gerritsen,* in the capacity of *onder-commis* living at the *manhatans,* who has offered his services by letter. But if he should not want to be *onder-commis, arent* will have to do the best he can with the advice of *Cornelis Theunissen van breuckel,* till the patroon shall make other arrangements according to circumstances. At all events he shall take care that the books are not neglected and that yearly all accounts be closed and sent over, as well of the farms, showing what the houses cost and what the farms yearly produce, as of the tobacco plantations, sawmills and the like authorized by the patroon; also the yearly accounts of the carpenters, showing what profit or loss each one in particular is to him, matters about which *jacob planc* has been very negligent, having brought home his books entirely unclosed. And in case *arent van Corler* could not close all accounts at the end of the year he must nevertheless send the books, as from these the patroon shall best be able to judge of his capacity and know whether he can advance him to a higher office, for everything depends on the closing of the accounts and without that it is entirely blind man's work. Therefore if *arent* has the least hesitation about accepting this office, let him write about it at once and the patroon will immediately make the necessary arrangements; for that he keeps the office open is principally to see what ability *arendt* has and it depends upon this whether the patroon shall let him remain commercial assistant[87] or promote him to such higher office as he shall deem him capable of filling, which is of the utmost importance with regard to his future advancement, as in this way he can climb in a few years higher than he otherwise could in many.

Coming now to the director-generalship of the colony, as the other offices are well filled, the patroon can await a favorable op-

[87] *assistent tsande negotie.*

portunity without hurrying about it, as time will reveal to him who will further his interests most and who is most suitable to the office.

Taking the matter as it is at present, leaving open the three aforesaid places, the present council shall consist of *arent van Corler, Cornelis Theunissen van breuckel* and *Pieter Cornelissen van munnickendam,* to whom the aforesaid three councilors shall add four persons to be selected from among those who have been councilors before or other suitable persons who have come later. The secretary shall communicate the names of those chosen to the patroon who, if he thinks them suitable, shall approve them, as the patroon does not intend that any election of councilors shall be final unless he has nominated or at least approved them. And as to the instructions for the aforesaid councilors, the patroon will according to circumstances cause them to be drawn up later after careful deliberation. Meanwhile he warns and orders the aforesaid councilors not to make any changes in, or put any interpretation upon, the contracts made here in the fatherland by the patroon with any individuals, as he begins to notice already that each contracting party is inclined to interpret and violate the contract made with his patroon according to his own liking, whereas the patroon intends that all contracts made with him here in the fatherland shall be subject to the judicature of this country, to which the patroon also freely submits himself, not wanting in the least to be a judge in his own case. However, if any necessary or useful changes not intended for selfish purposes are needed in the contracts made, the representative of the patroon shall propose them to the council in the presence of the party interested, if they come from the side of the patroon, or coming from the side of the contracting party, such person shall propose them in the presence of the representative, whereupon both parties withdrawing, the council shall carefully consider the matter without favor or disfavor to either side and finding the change useful or further interpretation desirable shall communicate their advice to the patroon for his approval or further order. This they shall do also with regard to all contracts or agreements with the patroon for which application may be made in that country.

Coming now to the private interests of the patroon, the representative shall see to it that in the matter of prices of such goods or materials as are entered on his account, such as boards or other lumber sawn by hand or by the mill, the patroon is not overcharged and, subject to the approval of the patroon, shall have a schedule of prices prepared by neutral persons appointed by the council of the

colony; also of the wages in so far as they are not fixed by contracts with the freemen. It is a selfish principle that they want to make the patroon pay as much as they claim they can get from others when one bears in mind that they use his lumber, for if they use such arguments against him, could he not maintain with much more reason that they ought first to satisfy him for his lumber and that then he would be on the same basis as others? The principal question therefore, as far as he is concerned, is that of the wages, which he will gladly pay if they are fair, but he has not the slightest intention of purchasing at a high price his own lumber from people to whom he gives it for nothing; therefore a fixed rate ought to be decided upon as to how much he shall pay for all sorts of boards, of which he has thus far received no advice or information and the representative shall submit the said prices to the patroon's approval.

The representative shall warn all persons who are unwilling or not ready, to hand in their yearly account to the secretary and bookkeeper, or to come to him to liquidate their accounts in conformity to his instructions, and those who refuse to do so after several warnings he shall summon before the council in order to compel them thereto by law. He shall also see to it that the ordinance relating to the registration and shipment of goods as well as to the delivery of grain by the farmers, issued on the third of this month and properly sealed and signed, may have its full effect and in case any one shall undertake to oppose it he shall proceed against him according to law and send the name to the patroon.

He shall also see to it that all furs, tobacco or goods which are sent to the fatherland by the *commis* of the colony or whoever shall fill that place, be properly packed and marked, specifying for whose account they were sent, and shall procure three bills of lading or receipts therefor either from the skipper or from the honorable director general of the Chartered West India Company, one of these to be sent to the patroon with the goods, the second to be sent at the next opportunity and the third one to remain there.

He shall also see to it that each year accounts be settled with the honorable director general of the aforesaid Company as to the grain delivered, the accounts to specify whether it was paid for in furs or merchandise or other goods, always procuring the best advantage for the patroon and taking care that the furs be sent to the fatherland at the first opportunity and in the best ships.

He shall further see to it that all persons in the colony who need any goods shall each year notify thereof the *commis* or whoever takes his place in order that these orders may be sent together to

the patroon and the goods bought here in a regular manner and sent thither when convenient, as it is inconvenient for the patroon to correspond about this with every one individually; and this he shall let every one know.

He shall also see to it that a sharp distinction be made between goods which on the patroon's behalf are given to any one in discount of salary, daily wages, sums due for grain and boards delivered and the like and such other goods as are furnished to be bartered for furs, which furs must in turn be delivered to the *commis* of the colony or to his substitute, in conformity with the conditions and contract of the freemen heretofore sent by the ship *den Harinck*, and he shall exclude all persons who should want to violate the same and in no wise admit to the colony any residents who intend to do so.

It is not the intention of the patroon that his representative shall actually perform all that is written above, as every one is charged with his own duties, but that he shall see to it and cause those whom it concerns to do so and in order that no one may have any doubt that what is above written is the will of his patroon, the said patroon has thought fit to seal these instructions with the seal of the colony and to sign the same this fourth of August 1639, in Amsterdam.

Kiliaen van Rensselaer to Jonkheer Gerrit van Arnhem[88]

October 29, 1639

Joncker Gerrit van Arnhem, deputy to the assembly of the High and Mighty Lords the States General, at the Hague

This 29th of October 1639

I still find myself with your honor's very agreeable letter dated September 17, 1638, from which I understand that it is your honor's sincere opinion and intention concerning the colonies in New Netherland that the first occupants ought not to be prejudiced in the rights which they have obtained, to which you add that one can not pass conditions [in favor of one person] which are to the prejudice of another who has already obtained rights; truly the upright feeling of a faithful magistrate, and would to God that all the directors of the West India Company had the same feeling, they would not then pass freedoms contrary to it.

[88] *V. R. B. Mss, Letter Book*, f.116b.

It has pleased the Assembly of the XIX in its last session, without mention of the matter in the call for the meeting, to devise other and less liberal freedoms than those of the years 1628 and 1629,[89] and they try to bring me indirectly under that yoke and to take away from me what I have possessed so long and what has cost me so many thousands. The net which they have spread is this, that quite improperly they make the heading read: Freedoms and Exemptions, etc., for all patroons, masters, or private individuals who — N.B.— have planted or who shall plant any colonies in New Netherland, which words "have planted" are the venom with which they try to poison me. They have kept this so secret that I did not know anything about it before the close of the session of the XIX and later found it out accidentally when I requested Mr *Hamel* to let me read the said Freedoms, which he refused, notwithstanding the same in my absence seem to have been read in the meeting of the chief participants practically without remark, and what has happened further your honor will be able to see from the enclosed petition. And as your honor in the aforesaid letter was pleased to give me a favorable reply, stating that you would gladly see to it that I am not injured in my good rights, and also because your honor, the first named of the committee of their High Mightinesses, is also appointed to investigate my case, I take the liberty to address myself to your honor in the first place, the matter being now so much more dangerous than when through the earnest appeal of the honorable Burgomaster *Coenradus* in brief these words were inserted, namely "that no one — N.B.— henceforth or hereafter," and now in his honor's absence instead of "hereafter," we get practically the sense of "here before," which is a shameful distortion and a sly Italian trick; where it comes from I do not know. Inasmuch then as this is as much more dangerous as no differs from yes,[90] I must be more careful and such persons ought to be given a sharp reprimand for this distortion by their High Mightinesses. My request is that your honor will please once more take trouble and in your capacity as member of the committee present the accompanying petition at the meeting of their High Mightinesses, or else to have this done by the Hon. Mr *van voorhout*,[91] deputy to the XIX; as I had no certain knowledge of this deceit till the very last, I had the honor

[89] *andre servile vryheeden te beramen als die vande Jaren 1628 en 1629.*

[90] *Dewijle dan deesen soo veel t'periculeuser is als het neen van het iae verscheelt.*

[91] Duyst van Voorhout; see *Doc. rel. to Col. Hist. N. Y.*, 1:106.

to speak to his honor about it but once, the day before his departure, at least when I came again the next day he had left; however, I think that his honor pretty well understood the matter. Or else, if your honor deem it advisable, you might have the petition handed in by the president of their High Mightinesses; whatever your honor may do in the matter will be agreeable to me. Although the petition may be somewhat prolix, the conclusion and my request are very brief, asking only for a certificate *de non praejudicando*[92] in order not to be judged without having been heard or summoned. I hope that their High Mightinesses will not refuse me this and I should be still more pleased if your honor would send me the same with a letter; or else, if this is too much trouble for your honor, if you would indicate to my friend *matthys miller*,[93] the bringer of this letter, from whom he should demand my aforesaid petition, with a view of returning it to me. If, as I hope, I should obtain an apostil to the above effect, no matter how simple it may be, I think that the directors will in the future leave me unmolested and not use further tricks, for their dispute with me is without foundation, especially now that they throw open to everybody the fur trade, about which they have so violently disputed and litigated with the patroons. I hope that before the end of this year I shall receive some more returns of furs, in which case I shall not neglect to send your honor some of the best beavers in view of the repeated trouble which your honor has had in this difficult matter. My nephew, the director, has come back; the Company can not convict him on a single point and the former fiscal, *dincklagen*, who slandered him so shamefully, instead of coming himself has sent his wife, and I take it that they received such a reply that they will henceforth leave the Hon Company and the director unmolested.

[92] *acte van Nonpreiuditie;* an instrument safeguarding the patroon's rights.
[93] Written *Mathys Muller*, on p. 450.

Memorandum of matters for cousin de Casembroot to bring to the attention of Secretary Musch[94]

November 1639

Memorandum of matters for cousin *Casembrooth*[95] to commend to the attention of the Hon. Secretary *Muscli*

1639, November

When the question of New Netherland, or the freedoms lately framed by the Assembly of the XIX shall be presented to their High Mightinesses for approval, that his honorable worship will please to remember that the said Assembly of the XIX did, first in the year 1628 and then in the year 1629 by way of resumption and amendment, issue similar Freedoms and Exemptions, upon which several patroons established their colonies, of whom some indeed have sold theirs to the Company; and that, inasmuch as *kiliaen van rensselaer,* patroon of the colony called Rensselaerswyck, and acknowledged as such patroon in several letters[96] from their High Mightinesses, has so far kept and maintained his colony upon the aforesaid Freedoms, he begs the aforesaid secretary to recommend that before these new freedoms which are very injurious to him and his associates are approved, their High Mightinesses will take care that the aforesaid patroons and private persons be maintained without prejudice in all the rights and possessions which they have already obtained, and that in these new Freedoms a clause be inserted to the effect that the first occupants (according to article 5) be not curtailed or prejudiced in their acquired rights; to which matter he, *rensselaer,* is obliged to pay the more diligent attention as the Company in these new freedoms makes no mention whatever of the preceding, but on the contrary seems to try to include him under the new ones, calling them in the title, not "Freedoms, etc., for those who shall plant colonies or send cattle," but "Freedoms etc. for those who have already planted colonies or sent cattle and who shall yet do so," which being the case, their High Mightinesses would without their knowledge and intention deprive him, *rensselaer,* of what they have already acknowledged to be his; and as the Hon. Messrs *Arnhem*

[94] *V. R. B. Mss. Letter Book,* f.117b.

[95] *nicht Casembrooth:* presumably the widow of Councilor Jan Leonard de Casembroot; see note on p. 525. *Nicht* may mean either female cousin or niece.

[96] *missiven.*

and *van Voorhout* have some knowledge of this also, the honorable secretary is very kindly requested and prayed to take care, when this matter comes up, that no one be unwittingly defrauded. Which doing, etc.

Kiliaen van Rensselaer to Jacob Albertsz Planck[97]

December 9, 1639

Jacop planck, at Edam

This 9th of December 1639, in Amsterdam

Having received by the ship *den haringk* the account of the grain furnished to the Company and comparing the same with your memorandum, I discover some discrepancies which you can no doubt explain to me. In your memorandum is written: from *Gerrit de reux*, 1638, 8 April, 169 schepels of wheat, again 140, again 34, again 81 schepels; from *Brant Peelen*, 108 schepels, again 108, again 98 schepels; from *Cornelis theunissen*, 115 schepels; together 853 schepels of wheat. In the account of Director *kijeft* is written, 1638, 19 March, from *brandt peelen*, 43 schepels; 12 April, from *jacob planck*, 275 schepels; 18 May, from *jacob planck*, 355 schepels; together 673 schepels. Advise me at the earliest opportunity how this difference is to be accounted for, that *Kijeft* pays me less than you have noted down. On account of high water, I have suffered great loss in my colony, both in grain and in animals which were drowned. It is the Lord's will and we must have patience. On the other hand, eight farms have been established which have a surplus of horses but are much short of cattle. When you meet some good farm laborers, please keep an eye on them, as I intend to send some more thither.

Kiliaen van Rensselaer to Toussaint Muyssart[98]

May 3, 1640

Toussain Muijssart, at Leyden

In Amsterdam, this 3d of May 1640

Yours with the 12 duffels and 25 blankets in two packages received. I deem it advisable to keep the rugs[99] and have credited the amount 603 guilders 16 st on [your share of] the seventh assessment for the colony. As I have already paid for the greater

[97] *V. R. B. Mss, Letter Book*, f.117b. This letter is in the handwriting of Kiliaen van Rensselaer.

[98] *V. R. B. Mss, Letter Book*, f.118.

[99] *Carpetten.*

part of the cargo which we shall send and as I shall also have to provide the assessment of *trip* together with the money required for buying him out, I am quite short of funds. Please therefore do me the kindness to request Mr *de lact* that his honor will please send me his quota, being 600 guilders, at the first opportunity. I hope that the Lord will grant us good returns.

The Campen duffels I have also in the house. They contain a good many yards more than those from Leyden and are at least two or three fingers wider. Before I pack them, I shall compare them with the others and see which I like better at the price.

I shall expect the three blankets at the first opportunity, as the ship is beginning to make preparations. I have already engaged four worthy farm laborers and two free men and it seems that the daughters of *brant peelen* are both resolving to go along, while their father hopes to secure some boys also, so that I hope that no less than 12 persons will go to the colony; may God protect them.

Kiliaen van Rensselaer to Toussaint Muyssart[1]

May 7, 1640

Toussain Muijssart, at Leyden

This 7th of May 1640

Your favor of the 5th received. I shall expect the three blankets at the earliest opportunity and also examine closely into the respective qualities of the Campen and Leyden duffels. We were already last Saturday busy comparing them. In general the Campen duffels are much wider than those from Leyden, but that is not strange as I had them made that way on purpose. The pieces are also about 10 yards longer than those from Leyden. The wool of one of the consignments from Campen, for I have two of them, is also fully as good as that of the other but the red color of the Leyden duffels is superior. We shall look into this more closely yet and weigh every piece to see how much wool it contains, and for our guidance make a note of the quality, the price, the color and whatever else is of importance. I see your advice as to the tobacco. I have a hard time selling it; there are many people that look at it but few that make an offer.

I am further surprised and grieved that Mr *de lact* refuses to pay his quota unless I declare myself as to my understanding of

[1] *V. R. B. Mss, Letter Book,* f.118.

the patroonship. It seems to me that this request is made of me at an inopportune time, as the goods have been bought at common expense and nearly all are paid for and as this declaration needs ripe deliberation and consideration, so that I can not make it so promptly without perhaps injuring myself. This declaration I make with all my heart over my signature, that I do not seek in the least to defraud any one of the participants of what belongs to them, trusting that they in the same way will not curtail me in my rights of prerogative or patroonship, for which I refer to the documents, the discussions and the Freedoms granted by the Assembly of the XIX concerning it; all of which is plain and clear and to my knowledge without any obscurity, and according to this I have from the beginning till now governed myself without to my knowledge having in any way extended or exceeded my power. I have also given notice of everything I did and in the matter of contributions and merchandise, usually taken special advice of the participants and frequently asked Mr *de laet* in particular to read the reports of those who went to the colony and returned from there, whereupon his honor has usually acted as if he cared little, which gives me the more reason to be surprised that he should at present be so particular. At our last conference I noticed that there was some dissatisfaction; had the cause of it been revealed to me I could doubtless have removed it, but not being aware that in ten years there has been any misunderstanding between me and any of my co-participants, I thought it quite alarming that at the said conference so much stress was laid on an explanation of the patroonship, as the documents concerning it, which by subsequent resolutions continued from year to year have been further strengthened and confirmed, are at hand. And if in anything I have gone too far or curtailed the rights of the participants, I wish that it had been pointed out to me. All these years I have as a rule, coming now to the main point, had all the burden, care and trouble and from none of the participants received any assistance except when it happened to suit one or the other. I have also, in order to deliberate on certain points, called various meetings at which perchance one or two, but as a rule no one, appeared, every one appealing to his private affairs [as an excuse]. Finding now to my joy that the last meeting on the contrary was very fully attended, I hoped that our business would relate to the points stated in the call issued by me and that the participants would leave me the honor of presiding over the said meeting, but instead I found that my ques-

tions for consideration were either forgotten or unknown and that business was introduced not from my side but from the side of the participants, very much like a separate body against me. Such things, Mr *Muijssart,* ought not to occur or the colony is ruined. There is, there should be and there must be but one head to rule the colony or we shall be in each other's way. Each one will think he knows what is best and meanwhile nothing but quarreling can be expected, as in the colony of *Swanendal,* which was placed under a board of directors;[2] this is proved by experience. Truly I should be unhappy if, after I have had so much expense and trouble, others should knock over my foundations now that business looks bright, and so injure themselves and me. I hope that I respect my participants enough to heed their advice and recommendations so carefully that they have nothing more to wish for themselves, to render true accounts and to let them see, read, yes, gladly and willingly to let them have copy of, everything that concerns them, but I do not in the least approve of, much less do I want to subject myself to, the proposition of Mr *de Iaet,* among other things, that a case be made in which to lock all the books and papers and that to this case there shall be two keys, one to be kept by me and the other by some one of the participants, in such way that I should have to trust the participants with a key to go over all my papers while they do not seem to trust me by myself and alone to keep the papers in which they are concerned also. To tell the truth, though I am not as learned as Mr *de Laet,* I can easily foresee the consequence of this work. Pray, which of the two plans is the better for the participants, that the patroon, who also has the largest interest, alone keep the papers, and let the participants see them and have a copy of them, or that there be two keepers, each of whom has a key? If they can each get at the papers and unlock the case and anything should be missed, of whom of the two can it be demanded? If they must come together before they can get at the papers, would not the patroon then be locked out of his own house by the participants and instead of the head become the tail? What reason have the participants to trust their coparticipants more than the patroon, and the said participants having in turn become suspect, could not each of the remaining participants claim a key also, and would the papers not be kept well then? In short, Mr *Muijssart,* I see well that there must be somebody who makes the others dissatisfied. I can not help that; I do not desire greater rights than I have and they can not leave me less. Please to greet Mr *de Iaet* from me

[2] *die veelhoofdich wierde gemaeckt;* literally, which was made many headed.

and ask his honor to be pleased to pay his assessment, as otherwise it will cause great confusion. When we left each other I did not know but that Mr *de Laet* was satisfied and I promise on my side to do all that an honest man and a Christian ought to do and more I can not say. If Mr *de Laet* pleases to hold back his money, it is already provided, and herewith I commend you, etc.

We have further examined the duffels and find that the wool, workmanship and color of the Leyden make are better or at least as good as those of Campen, but they are fully two inches narrower, which we must keep in mind in the future. As to the three gray-colored duffels there is great misunderstanding. They should be only steel blue and not gray; they will not sell as well as if they were white. Another time we must send a quantity of white ones among them, which may perhaps bring as good a price as the colored ones, but they must be washed quite clean and be as white as chalk, like the white blankets. I expect the answers of your honor and Mr *de Laet* at the earliest opportunity.

Kiliaen van Rensselaer to Toussaint Muyssart[3]

May 14, 1640

Toussain Muijssart, at Leyden

The 14th of May 1640

Yesterday being Sunday, I could not write you an answer for reasons which I will state later. Today being Monday, I have decided (though I expect other merchants who have not seen it to inspect the tobacco and though 10 st have been positively offered to me for it before) to let your merchants have the said tobacco, in order to make these buyers more wide awake another time. I will deal with no one unless with your buyers till Friday afternoon, as Wednesday and Thursday are holidays. The price when they see it will be 10 st cash, just as it is,[4] without allowance for defects.[5] Upon this condition I shall expect the buyers Friday by the first boat, as they can hardly come tomorrow. I doubt not but our Amsterdam merchants will make pretty long faces, for it seems that they collude with one another. I shall also expect a reply to my letter with the order to receive the money from Mr *de laet,* or

[3] *V. R. B. Mss, Letter Book,* f.119b. This letter is in the handwriting of Kiliaen van Rensselaer.

[4] *mette voet te stooten;* literally, to push with the foot; to sell a thing as it is, without guaranty.

[5] *sonder refactie.*

else shall have reason for most serious complaint; for up to f4000 the majority of votes may decide and including this last assessment Mr *de laet* has not yet advanced f4000, counting the assessments and not the sales.

I have engaged some worthy farm laborers, and the daughters of *brant peelen* go along also, so that already more than 12 persons intend to go thither and the goods are already in the storehouse of the Company. May the Almighty direct all well. *Vale.*

Kiliaen van Rensselaer to Willem Kieft[6]

May 25, 1640

Willem Kieft, director in New Netherland

25 May 1640

The bringer of this letter, *henirick van dijck,* who sails to New Netherland on the ship *den waterhont,* as military commander, being at present still fiscal of the military court[7] of the province of Utrecht, which office he has held for five years, during which he has been mainly employed in the service of the country, has asked me to give him a few lines of recommendation to your honor. Seeing his ability and his rank, which your honor can further learn from his commission from the honorable lords directors and find out by experience, and because some of my friends in the government of the city of Utrecht declared to me yesterday that they were well acquainted with the said person, I can not help recommending him to your honor for such favors as the service of the Company in accordance with his commission and instructions and your honor's affection and inclination will in anywise allow, by which you will do mè an especial favor which I shall try to return on every occasion as much as is in my power. For the rest I refer to my letter, which God willing I hope to write to your honor tomorrow, in reply to your favor of September 30, 1639, although time presses now so that I can hardly get ready.

Meanwhile, if the time should fail me, as I have not written any letter either to my people or to any one, being busy with the copying of the invoice of my goods, I commend my private affairs to your honor, etc. *Vale.*

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[6] *V. R. B. Mss, Letter Book,* f.120. This letter is in the handwriting of Kiliaen van Rensselaer.

[7] *Fiscael vande Crijghsraet. Fiscael* is the title of the prosecuting officer. In *Breeden Raedt* it is stated that the fiscal Hendrick van Dyck "had committed a well known murder at Utrecht, and had been compelled to go from thence on account of it," see *Vertoogh van Nieu Nederland and Breeden Raedt,* translated by H. C. Murphy, N. Y. 1854, p. 173.

Kiliaen van Rensselaer to Willem Kieft[8]

May 29, 1640

Willem Kieft, director in New Netherland

29 May 1640

At the kind and urgent request of the commander of the militia, called *Hendrick van Dyck,* who sails thither in the ship *den waterhondt,* I could not help giving him a short letter of recommendation to your honor, though I sufficiently gave him to understand that your honor was not in any way bound to pay attention to my recommendation. Please therefore to excuse my taking such liberty. I trust that he correctly stated his function to me, as I have read neither his commission nor his instructions from the lords directors, which were none of my business. During the little conversation which I had with him I noticed in him some good qualities both as to his intelligence and courage, which will be of great service to your honor. Though it was not my business, I talked also briefly with him about the extent of his commission as compared with that of your honor as director general. He said frankly that he was content with the command over the militia, recognizing your honor as director general, so that I hope that your honor will in every way be satisfied with his service, as he must have learned by experience what rank every one is entitled to according to his commission. He offered also in case of disturbance in my colony to assist me with some soldiers, and as I know that (unless his commission is broader than I suppose) this can not be done without your honor's order, I request your honor in all kindness, in case of need which may easily occur, and if your honor should be asked to do so by my cousin *Arent Van Corler,* to second or rather to fortify him in his good intention, as far as the service of the Company and of my colony will in any way permit. As to an ordinance made by me providing that no one shall carry any skins or grain out of my colony without having given due notice of the same and entered them there, which is of the utmost importance to the Company with regard to their duties and to me with regard to my profit, your honor is right in writing that the shoulders of this young man are still too weak to take charge of such matters. I have been delayed here in this country more than two years with regard to two persons whom I had in view, without receiving any refusal or accept-

[8] *V. R. B. Mss, Letter Book,* f.120.

ance, and as to the material in that country in the Company,[9] if I were as sure of the faithfulness of any as I am of the aforesaid young man, I would certainly decide to appoint some one else. But these are still years of probation, and I rather suffer some definite loss than bind myself to untried persons without certainty as to quality and faithfulness.

No matter what I write, I can neither from *Pieter Cornelissen* nor from *Cornelis Theunissen van Bruckel* get a final account, which account would soon open my eyes as to [their] capacity and honesty. I ask you in all kindness to give me a little of your honor's good advice in this matter, which I promise your honor to keep as secret as I ask you to keep the above. Believe me, Sir, the success of my colony depends mainly on the good relations between your honor and myself and it is far from my purpose intentionally or knowingly to hurt the Company in the least in their power or revenue. If my people speak any foolish words, it is by reason of their weakness and not of my orders. I can not believe either that *Croll* has caused my flag to be hauled down from my house by your honor's special order, for in this country not only are those who have high, middle and low jurisdiction allowed to put out such flags but even the country inns during the fairs may do so. I have no advice of this matter except a verbal report and do not know what the truth is, nor do I know what my people did to prevent it. The least I could do was to ask *Croll* whether he did it by your honor's order, and if so to communicate and send over to me the order, that I might discuss the matter with the lords directors as principal with principal. It is well known that I have established a court of justice in my colony; even if the persons who hold office are not of much capacity (which with God's help I hope to remedy soon), this does not lessen the fact that there is one; and as a sign that it is a country where justice is administered I sent such a flag thither. Now as to Fort Orange, this was kept from the beginning as a trading place, the fortifications having served no other purpose than to secure the people and the goods against attacks of the savages, and that it is still kept as such by your honor I can see from your honor's letters. The person who holds the highest office there has never had any other rank than that of *commis*, without power, so far as my knowledge goes, to administer justice and execute sentence among his men, and even if he had full power to

[9] *inde compaignie;* evidently a mistake either for *inde colonie*, in the colony, or for *inde dienst vande compaignie*, in the service of the Company. The first reading seems to make the better sense here.

exercise high jurisdiction, could not the baliff of Amsterdam[10] at the limit of his jurisdiction, which is close to the gates of Amsterdam, hoist a flag of jurisdiction without infringing on the high jurisdiction of the city?

Have I not a certificate under the seal of the Company of my registration of the colony with the Chamber of Amsterdam on November 19, 1629, which reads as follows: "*Kiliaen van Rensselaer* declares himself from now on as patroon on the North River of New Netherland, extending above and below Fort Orange on both sides of the river, with the islands situate therein, so many leagues downwards as has been fixed by the Assembly of the XIX, intending to send a colony thither by the first opportunity on the conditions framed by the aforesaid Assembly of the XIX"? Examine in connection herewith the deed of conveyance to me executed before the director and council under date of August 8, 1630,[11] of which a copy is undoubtedly in your honor's custody, whereby the high jurisdiction of the owners and their chiefs is transferred to me. Add to that the 5th and 6th articles of the Freedoms of New Netherland, which are equally as effective and binding as the rights which the Company holds of the High and Mighty Lords the States General. These pregnant reasons have induced their High Mightinesses to acknowledge me as patroon and to style me such in formal communications,[12] as likewise his Highness the Prince of Orange has acknowledged me as such in his decision[13] in the matter of *Cornelis van Vorst*. It would not be necessary to relate this to your honor at such length, except to prevent the rise of misunderstanding through ignorance of the circumstances and because I do not wish to get into conflict with the Company, as happened with the colony of Pavonia; and in order that everything might be duly considered I could not refrain from informing your honor of it, the more so as your honor writes that it seems that the Company has no subjects but [only] partners. If they pleased or should still please to take partners, who would prevent them? But then I ask whether they are partners who pay duty? And whether the inhabitants of this county cease to be the subjects of the High and Mighty Lords

[10] This should be: bailiff of Amstelland. The patroon draws a parallel between the situation of Fort Orange in the colony of Rensselaerswyck and that of the city of Amsterdam in the bailiwick of Amstelland, each being within the geographical limits of the larger district but outside of its jurisdiction.

[11] This document is recorded in *Dutch Patents, GG*, p. 4, where the date is given as the 6th. Compare also J. G. Wilson, *Memorial History of the City of New York*, vol. 1, facsimile facing p. 162.

[12] *by expresse missiven.*

[13] *bij acte van Renvoy.*

the States General, though the provinces and the cities retain their high authority and jurisdictions? The form of government of our fatherland interprets the work itself.

As to the contracts which I have made with my people, they do not infringe on the right to hear cases on appeal,[14] for a judge is not appointed to seek cases but [to act] in case of need when parties can not agree, and I take it that if all contracting parties in Amsterdam could settle their disputes and differences by submitting them to arbitrators, the schepens would not take it ill but approve of it; also that the members of the Supreme Court of Holland would not take it ill if parties having some dispute should by agreement exclude the Court and not appeal to it. The contracts with my servants, therefore, are but agreements [to the same effect] and not in any way restrictions on the appeal to the director and council of the Company; and this for the reason that, since I must furnish all my people not only with houses but also with animals and land, I should not like to have them waste their money and time checkmating one another with pleadings, for which I should have to pay the bills on both sides. These contracts are also not permanent but made for a certain number of years. When the people are their own masters and have their own money and property, let them plead and appeal all they please, but I will not allow my servants to do so. I am not aware either that the freemen of the colony are included in this agreement. Therefore, Sir, interpret my affairs in the most favorable manner according to the spirit of love and I think that your honor will be completely satisfied about my actions. Should I, however, make a mistake somewhere, I shall set everything right on being properly informed. This much as to Lucifer's question.[15] I shall now set myself to answering your honor's favors of the 30th of September 1639 and the last of March 1640, but especially to thank your honor for the good disposition and kindness, duty and diligence, shown in that of the 10th of April, wherein you report the good condition of my colony, about which such bad rumors were circulated, as well as that your honor on the 15th of March sent a shallop with goods to the colony and that on its return you would send the rest thither also. Indeed, I have reason to be thankful and I should like to know how I can repay you for everything, for if your honor had refused me this favor I should have had to employ others of lesser

[14] *derogeren het wesen van appel niet;* literally, do not injure the system of appeal.
[15] *luci fors questie;* that is, strife occasioned by pride, rivalry and jealousy.

rank who could not have helped me very much. Provisionally and as a first mark of gratitude I am satisfied to let your honor have a commission of one per cent on all my goods which your honor shall send up the river, as well as of all that they may consign from there to your honor to be shipped to me. It is but little at present, but when my colony increases it may get larger, and as long as I have no special person or house at the *Manhatans,* I can not find any one more suitable than your honor. In case you should please to accept this offer, it will not be in the least prejudicial to the Company but in every way advantageous that I consign my goods to their director, who has taken the oath of fidelity to them, so that they need not fear the least smuggling on my part. As to the ship's freight charges expressed in the Freedoms, I do not care to press the question very hard as to whether the goods ought not to be delivered in the colony for them, but I do not see any reason which would preclude this altogether, the less so, as the Company has canceled the boat charges for my horses which were inserted in your honor's account (but not crossed out); and in order to accommodate each other in every way, so that the Company may not suffer the least loss on my account, I would request that the shallops which take my goods up the river might be used to bring down again grain or skins, if there is any opportunity, in order to make the expense on both sides as little as possible, and in case your honor should please to accommodate me with this commission, you could advise my people when they should send their skins and other goods down to your honor so as to ship them to me at the first opportunity. Your honor could then assist *Arent Van Corler* in the carrying out of my ordinance that no one is to send any goods out of the colony without having duly entered them, and as I claim with justice the right of preemption of my people's half of the grain and of the animals, I would order that all the grain, with the exception of the tenths intended for the support of religion, administration and other purposes, be delivered to my provisional *commis, Arent van corler,* who could then send it to your honor to sell to the best advantage.

Provisionally, I am content to carry out whatever decision the director and council may make in the dispute between myself and my farmers, without prejudice to the rights involved. Our dispute consists as far as I can see in that they concede that I have the right of preemption but claim that *de facto* I should pay them, in this country or there, their half at 10 guilders a muddle, which is in many respects unreasonable; for 10 guilders in money here is

better than 10 guilders there; also, the money for the wheat furnished in 1638 I did not receive here from the Company till the year 1640, as appears from the accompanying papers, and all previous deliveries of grain are extinguished by goods and provisions furnished to my people without specification as to who received them, as also appears from the accompanying papers; aside from this, the freight charges, salaries of my agents and other expenses must be paid out of that also; and further than all that, I claim not the mere right of preemption but preemption at the price at which the first and earliest farmers were obliged to furnish wheat to the Company, namely at six guilders a mudde. Against this, they allege that in the contract with *Gerrit de Reus* grain is not specified but only animals; in reply to which I did not merely afterwards and at the present time declare that this was but a slip of the pen and that *Gerrit de Reux* would not have made any objection if the contract had read grain and animals, instead of animals, but sustained such [contention] long ago, already during the lifetime of *Gerrit de Reux* deceased, and I also received a written answer which does not dispute the preemption but says that six guilders a mudde is too little. These later colonists can not have better terms than *Gerit de Reux* himself, especially those who have no other lease than my declaration, like *Maurits Janssen, Adriaen van barsingerhorn* and others whose first years have expired or will soon expire. I have however waived a good many of my rights which they agreed to observe, namely that they bound themselves not to barter, buy or accept as presents any furs without the consent of the Company and without my consent; this was the tie by which I held *Gerrit de Reux* and by which I can still hold them all, for they are dependent not only on the throwing open of the trade by the Company but also on the promise to and contract made with me. If they say that according to its strict letter grain is not mentioned in the contract, I reply that the prohibition of the fur trade is expressly stated therein in strict terms and on forfeiture of everything. And to find a middle way I have not declared that I will pay them only six guilders a mudde, except for the present, for if they do the right thing by me and pay me half of the profit on the fur, which [share] is also for me to accept or to reject, and honestly fulfil their contract, I will also deal honestly with them and not bind myself by the six guilders but according to their industry and fidelity pay them the highest price. Truly, if a master who is far from his property could not stop there, I do not know whether he had not better be a servant than master, and hereafter

leave such men at home or rather lease the farms to the highest bidder, which every one will have to expect next when his lease expires, for according to reports they cheat me in every way and hardly a vessel comes down that does not contain some smuggled grain, whereas it is my wish that everything be delivered to my *commis* and that this be then consigned to your honor for the purpose of supplying the Company first with as much as it may need and then of selling the rest to the best advantage, especially as your honor writes that the English themselves will let us have furs for wheat so that it is in every way necessary that the grain of the colony remain in one hand to avoid cheating and underselling. If any one then should fail to do his duty, I am willing, while reserving my half, to have the other half, belonging to those who act contrary to my order in shipping grain, confiscated and hope that it may be divided among your honor, the fiscal, the informer and the process server[16] as your honor shall see fit, and this till the time that they give me other satisfaction. I should write about this to the fiscal himself also but prefer to confine myself to the head. Your honor will therefore communicate it yourself to the fiscal, and in order that your honor may have less trouble I send herewith an extract from the terms expressly stipulated by me, though the patroon has power of his own and in his own right to make ordinances against all frauds. In this connection high jurisdiction is quite useful to the patroon, for those who have middle and low jurisdiction are not allowed to confiscate, but the high jurisdiction of the patroon must not be opposed to the Company, as little as the high jurisdiction of the Company must be placed in opposition to the High and Mighty Lords the States General, but every one [acting] in his own sphere, one having proceeded out of the other, in such way however that each one may and must preserve with a good conscience the jurisdiction which has been ceded him. Which being duly observed on all sides, the higher not hurting the lower and the lower not offending or defrauding the higher, the state of New Netherland would be in a happy condition.

Coming now to my private business, it has so happened that I have an old and long account with the Company from the year 1630 to the departure of Director *van Twiller,* and also the accounts during the time of your administration sent to me and to the Company. I had several conferences with the lords commissioners of New Netherland and at last, on ratification by the full Assembly on the 17th of March 1640, got things so far as the two enclosed resolu-

[16] *exploicteur.*

tions drawn up by me show, the originals of which I gave *Bellechere* to keep. Report having been made thereof in the Assembly, the same, on the 19th ditto, was pleased to approve them in full, as will appear from the enclosed extract of its resolutions, which though differing in their original form somewhat from the enclosed copies were finally completely approved as drafted by me. I doubt not but the Company will send your honor copies of them also, as for greater security I do herewith too. And as several things which needed further proof have not been settled, namely the first number of schepels of wheat entered on my accounts by *Jacob planck* and amounting to 853 schepels, while in your honor's account I find only 630, I enclose a letter from *Jacob planck* which will show your honor how the mistake occurred. *Planck* thinks that the mistake is in the wheat which was furnished to *Croll* for baking and delivered on the loft. Please to straighten this out for me, as I have already waited so long for my money. The other schepels I consider also to be beyond dispute, as your honor's accounts stop on the 20th of May and the later consignments will follow in my next account; herewith, by way of memorandum, that I have not settled further with the Company.

Coming now to the question of private persons who have had goods from the *commisen* of the Company, since the Company has conceded to me that no private persons may have anything charged or credited to my account but that this must be done upon order of those who have been so empowered, and since I find in your honor's account:

1639				
1 January	To provisions from *Eslandt*	f 42	7	
do	To ditto for *Cornelis theunissen*	f112	13	
do	To *arent van Corler* for 2 lb gunpowder	f 3		
do	To merchandise from *Wybrant pieters* for *cornelis Theunissen*	f 47	2	8
do	To ditto for *Planck* received 1638	f 20	4	
do	To *Lubbert gysbertssen van Blaricum*	f165	9	10
1 September	To provisions from *Elslandt* for *brant Peelen*	f 25	1	
do	To provisions to *Elslandt*	f 97		
do	To carpenter's tools for *cornelis Theunissen*	f 14	7	
do	To 5 yards of canvas at 14 st a yard	f 3	10	

Your honor will in the future please see to this and tell and warn all your honor's *commisen* that they must give nothing on credit to any of my people personally but must refer them to *Arent van corler,* who provisionally holds the office of *commis,* to whom they can state what they want and who can then, not every time in small quantities but when it is worth while, request of your honor as head of the Company whatever he may need for himself and his people, turning over to your honor a detailed list signed by him, *Corler,* and by *pieter cornelissen* and *cornelis Theunissen* as his assistants. If your honor will then please cause your *commisen* to send as much as they can spare to said *corler,* who will distribute it to the people and charge each one with the amount which he has had, your honor will have much less trouble and I much more certainty that everything has been duly recorded, for many of the above items may be unknown to *Arent van corler,* and if I pay them here to the Company I may lose them altogether in two ways, first because *Arent* may be unaware of them, and secondly because even if he had been notified of them the people might not have so much due to them from me, as I mean to give no goods or provisions on credit to any one but those to whom I owe something. Please therefore, Sir, settle the account of the above items with *arent* and let him give your honor a receipt or discharge for the quantities which he takes, with specification of the goods and the persons; whereupon, if you send these to the Company I will pay them the said items, but unless that is done the Company itself will have to seek the people to whom their honors gave credit and force them to pay by legal proceedings, among them those whom they may have given credit on the 2000 put down in one item, as otherwise these people could ruin me; in the future I do not intend to let any private person have anything on credit, of which in all friendship I give warning to the lords directors by memorial and to your honor by sending you herewith a copy of the same; and as to what has passed, I hope that with *Arent Van Corler* your honor will find means whereby the Company may be paid for the aforesaid items and I through the crediting of the same may not suffer loss. However this rule can stand this exception, that when my people come from the fatherland to go to the colony, some provisions may be furnished them on my account till they get to the colony, provided that *Arent* is advised to enter them on their account and that no goods are lent to them, while those who wish to go from the colony to the fatherland must defray their own expenses. Now concerning

the money for board during the passage of *Claes Janssen Ruijter*[16a] and his wife, amounting to f133:14, let him pay this to the Company or bring proof that he paid it to the *commis* in the colony, otherwise tell him that he must go to the colony and work off the amount, as is indicated in my aforesaid memorial. And as to *Jan Willemssen cuijper,*[17] if the Company desires to keep him, I shall this time accommodate them, but *Jan Willemssen* will have to provide the money for his board himself or the Company may debit him with it like others; the lords directors likewise promised me by word of mouth to write your honor that they would do for my people whom I sent over and am sending over now as for others, granting them free passage. But although this would have to be done out of kindness of their honors and I can not constrain them to do so, it is very improper to charge my people that came over on *den harinck* more than 6 st a day according to the first article of the Freedoms also mentioned in my memorial. Mr *de Raadt* promised me in the presence of Messrs *Berck* and *harinck hoeck,* and also of Director *Twiller,* that they would do with my people who go over now as with the others, and as they may have forgotten to write this to your honor, please take this by way of notification and (freely quoting the above) remind the directors of it in reply to this, for I think that my farming people will, in proportion man for man, grow more grain than any others and thus help to make the country rich in grain so as in time to nourish Brazil and bring home sugar in return for meal sent there; then New Netherland would flourish. I also kindly request you, Sir, in future to help me maintain the 19th article of the Freedoms concerning the discharge of my people and to see to it that no one is dismissed before his time without my consent (except such as go astray, who should be sent out of the colony or banished as useless members) which the directors have also granted me according to my memorial.

When these things shall be thus reformed and if your honor will please to accept my above proposition regarding the shipment of my goods, I shall be a great deal more at ease than I have been thus far. It will not lessen the respect for your honor either but cause all my people to stand more in awe of you. Now as to the grain which my *commis* will deliver to your honor for the account of the Company, therefrom must be deducted such goods and provisions as in return will be furnished to my *commis* for my people, and the

[16a] Same as Claes Jansz van Naerden. His wife was Pietertje Jans.

[17] Jan Willemssen, the cooper.

rest must each time be settled and paid in beaver skins at f4 ½ a lb in conformity with the resolution of the director and council dated September 11, 1637, which being also contained in my memorial drawn up in the presence of the lords commissioners and deposited with *bellechier*, has been approved and granted by the others. And thereby, Sir, we shall right along have a fixed basis for settling our accounts and if your honor help my cousin *Arent* a little you will back up the chief administration of my colony sufficiently that for some time I shall have no need of such learned people and be able provisionally to get along with *Arent*, who I fear is not too accurate in his bookkeeping but whom your honor with a little instruction could make efficient, for which service or other I shall not fail to compensate your honor. And inasmuch as the Company authorizes your honor by letter, according to the enclosed extract, to settle all things in that country without referring them to the Company, your honor can by corresponding with me instead of with my people settle things to our mutual satisfaction in accordance with the papers sent, in which all things are set forth and decided. I may conclude by saying that [if] *Arent* is too weak in carrying plans through, he will give the greater contentment to your honor, who in many things can be of assistance to me and set me right.

Enclosed is the invoice of the goods which go in this ship, being 8 items distinguished by figures and 16 items by letters from No. A to No. P, also 7 items which lie loose in the ship, amounting to f5111: 15. Also the roll of my people, consisting together, old and young, of 13 persons. I kindly request that no one be exchanged for any one else and no one detained, but that the people and the goods at the earliest opportunity be sent to the colony, thanking your honor very much for the expeditious way in which my horses were sent to the colony two years ago. I am exceedingly sorry that *Broer Cornelissen* so deceived our honor in the furnishing of grain; it must be that they themselves have not much to spare or that they carry it off secretly, in which case it is necessary to catch the cheats. I hope that from now on conditions will improve and that greater quantities will be delivered, as I shall otherwise fare badly.

I can not get over my surprise as to the changes which are said to have occurred in the fur trade at Fort Orange, whence for at least 15 years in succession yearly 5000 or 6000 skins have come. There is no lack of furs, therefore there must be a lack of merchandise or the trouble must be that *Crol* holds the merchandise too high and that the English on the Fresh River, by corresponding with

the *Mahicans* lying about two leagues below Fort Orange and through these in turn with the *macquaas*, draw everything away from us over land. That my people spoiled the fur trade can not by any means be true; they may have outbid and brought about the high prices of the skins, but such outbidding does not divert the fur trade, but causes a greater supply. Now, as far as I can see, the trouble is not with the price of the skins but with the quantity, which is a great paradox to me that I can not understand; for according to what I hear *Croll* has few skins and also little merchandise, which conflicts directly and diametrically with the outbidding which my people may be guilty of, for as a result of that there ought to have come more skins than before. It may be perhaps that *Croll* has placed the prices of skins so low for the *magnaas*[18] that it drove them away and diverted the trade. If that is so he will get great thanks from his masters and have done the Company good service.

The sister of *Gerrit de Reux* has been here bothering me a number of times. Please to further her business as quickly as possible; even if it can not be brought to a final settlement let it be brought to it as closely as possible.

The victory at the Downs[19] is bloody, but the victory for the Company in Brazil[20] has been miraculous. Today comes the news that Admirals *lichtHart* and *houttebeen*[21] accidentally met the remainder of the fleet and completely destroyed it. What the Prince of Orange will do in Flanders remains to be seen, the commencements, etc.

P. S.[22] Mr *Kieft*. This is the true account of the purchase of my goods, on which according to the 10th article of the Freedoms I am obliged to pay 5% for freight, and though the farm implements are free I make it 5% throughout, amounting to f250. The bills of lading of the Company are drawn in the usual way so as not to establish a bad precedent for others, but I do not owe more.

Arent van Curler is ordered to pay to the honorable director general *Willem Kieft* in grain or other articles the sum of two

[18] So in *Letter Book;* intended for Maquaas.

[19] Battle of the Downs, Oct. 21, 1639, when Tromp defeated the Spaniards under Admiral d'Oquendo.

[20] Battle near the coast of Parahiba, Jan. 12-14, 17, 1640, in which the Dutch with 41 vessels under Admiral Willem Corneliisz Loos and Vice Admiral Jacob Huyssen succeeded in defeating the Spanish-Portuguese fleet of 86 sail under Count da Torre.

[21] Kornelis Kornelisz Loos, nicknamed Houtebeen; literally, Wooden Leg.

[22] The following postcripts are in the handwriting of Kiliaen van Rensselaer.

hundred and fifty guilders for freight of the above-mentioned goods, which with the receipt to be sent to me will be his warrant for payment, this 30th of May 1640.

Mr *Kijeft*. The wind is beginning to blow, the skipper left long ago and I fear that I shall not have time to write to *arent van Curler* or to any one of my people. As I have not received letters from them either, oblige me in addition to so many other services for which I am obliged to your honor, by giving *arent van Curler* an extract from your honor's letter so far as it in any way concerns him and is to my advantage and guide him a little; I promise your honor I shall not forget it. Also send him the enclosed package containing nothing but the invoice of my goods with several letters from private persons. If I have time I shall still write to him and others. *Vale*, 30 May 1640.

The following papers sent to *Arendt van Curler:*

3 extracts from the negotiations between the commissioners and myself and the approval of the Assembly
— invoice of the goods sent in the ship *den waterhont*, amounting to f5111:15
— list of the people who go over
— payments to the said people and other items
— account of the sale of the tobacco of *albert* and *arent andriesen*

Kiliaen van Rensselaer to Arent van Curler[23]

May 30, 1640

Arent Van Curler, in the colony of Rensselaerswyck

30 May 1640

Worthy, affectionate cousin: As I received neither goods nor letter from you by the lately arrived ship *den Engel Gabriel*, I am much surprised that you let pass the opportunity of *den harinck* because of talk of the ship *den Dolfyn*, which was to follow soon. The letters sent by the ship *de Liefde* I did not get, as the ship was taken by the Dunkirkers, so that for the present I get neither accounts nor returns, just as if all the goods which I sent thither were confiscated. I wrote you that if the task should prove too heavy

[23] *V. R. B. Mss. Letter Book*, f.124b. On f. 126 of the *Letter Book*, the clerk once more wrote the heading and first words of this letter, then canceled the date, writing "should be June 16, 1640." This date probably refers to the instructions to van Curler, which instead of being given in this place were copied into the section of the *Letter Book*, f. 163-71, containing papers of that character.

for you you should warn me in time and you must not let any opportunities go by in the hope of later ones. You could also have sent me a copy of the letter sent by *de Lieffde*. You look for the hen's egg and you let go the goose's egg. I hear that you spend too much time in the woods, that ought not to be; you must stick to writing and never again neglect to copy your papers and accounts but always have some ready to send when there is an opportunity. This time I can overlook it because the ship *den Engel Gabriel* left so soon, but let no opportunity pass without sending me copies of all your books and papers and accounts of all the people.

I have not time to reply fully to yours of the 23d of August 1639, as all the other papers have gone and as I have written at great length to Director *Kieft* to instruct you a little and to communicate to you the documents which I send him. Let me know privately how he acts toward you. I have addressed to you the invoice of the goods which go over now, amounting to f5111:15. If I have time I shall enclose another copy of it herewith. As you have now so much merchandise, try to buy skins to the best advantage and as soon as you have a reasonable amount send them down at once to Mr *Kieft*, that he may send them to me at the first opportunity; however, pack them, mark them and store them well that they be not exchanged and make every effort to send a good supply of skins by this ship. Enclosed is a bill of lading of the skipper; do not show this if it is not necessary for I have given Mr *Kieft* an order on you for f250 to pay for the freight. Now if he should have further advice from the Company about f617, as this bill of lading shows, give him only f250 according to the Freedoms, and appeal to me, stating that if I owe it I will pay it here to the Company. I have made an agreement with the Company concerning the old accounts and sent the papers to *Kieft*, who will no doubt hand them to you. They refer to many matters for which you have to look out, especially the 19th article of the Freedoms, to let no one leave my service before he has completed his time and paid his debt, for I reserve that power to myself; secondly, that no one have charged to my account anything gotten from the Company for his own use, but pay for it himself. When they need anything, let them notify you and you can then ask it of the Company and distribute it among those who have a credit balance with us, but be careful that you lend to no one whom we do not owe and do not let them deceive you. Keep *Jehan barij*[24] with you when he has no carpentering to

[24] Jean Labatie.

do. You need not ask such things of the council, for I see that the council instead of being my council is their own council. If they act that way I shall appoint others. I am surprised that they dare call themselves an [independent] community,[25] as they are altogether my servants and subjects and every one promised to subject himself willingly to the laws and ordinances which I had made and might make. If they rise against me, they will ride an easy horse. What reason have *maurits*[26] and *Ariaen*[27] to join the others? If they do not want to accept the promotion which I offer them, they may leave it and serve me as many years and for such wages as I have engaged them and they are bound to serve me. It seems that they want me to trust them and that they do not want to trust me. I wrote to Mr *kieft* to please to support my ordinance concerning the shipping of goods from the colony and to confiscate all grain and furs sent by any one which are not entered according to the aforesaid ordinance at the *manhatans*, with reservation of my half. I see that these insolent people who hold everything that they have from me would like to defy me, so that I prefer to have these fellows far off rather than near by. I have also explained to *Kieft* the provisional valuation of the grain at f6, stating that it is not my intention to keep it at that figure (though if it came to the worst, I could claim the right) but that this is done only provisionally to see how they will treat me. I want them to trust me or I will not trust them in the least, and in case any one should be refractory, the commander of the militia,[28] who now goes to the *Manhatans* with a good many soldiers, has offered to assist me if need be with a sufficient unmber against any one of my people who should be refractory. I write this also to Mr *Kyeft* in case you should ask him for such assistance. I do not wish to injure any one but neither do I want to be injured. I write to Mr *Kieft* that, saving my rights in the matter, I am satisfied to submit the differences between me and my farmers to the arbitration of the director and council of New Netherland, to show that I do not wish to injure them; but if they mean to threaten me by refusing flatly to accept my terms, I shall with God's help prevent this and in due time know how to find the bellwethers. They ought to be ashamed to refuse me yearly the f16 of which I must pay half. It would cost them a great deal more if they had to look out for that themselves. Distribute the men

[25] *verseonder mij dat sy haer een gemeynte derssen noemen.*
[26] Maurits Jansz van Broeckhuysen.
[27] Adriaen Cornelisz van Barsingerhorn.
[28] Hendrick van Dyck

who go over now properly among those who behave most honestly and decently toward me and who are most faithful to me. You will do this with the advice of *dirrick Cornelissen*[29] and *Cornelis Theunissen* and no one else shall have anything to say about it. I will teach the peasant councilors to mutiny against their lord. You will do the same with respect to the distribution of the supplies, advising only with the two above-named persons; and if *broer Cornelis* mutinies too, he may see what he can gain thereby, for if I notice that he encourages others you will pass him by and advise with *pieter Cornelisz* only. I can not find out what service *Cornelis Theunissen* has rendered me in his capacity of my representative. If, because he is a farmer, he should side with the others, he would be of no use to me and it would be a lesson to me not to grant any of my officers or *commisen* any farms, for instead of looking out for me they would look out for themselves. Tell *cornelis Theunissen* to write me some time what he has done for me. If you do not know better, he ought to know better than to let you be put off with such a poor answer from the farmers in common; you should have asked each one individually and one by one what his intentions with regard to the patroon were and have asked them this in the presence of *Pr. cornelissen* and *broer cornelisen*, or else have had them sign their answers with their own hands. If they want to submit the matter to the director and council of New Netherland, I am satisfied to do so for the present; the letter to *Kieft* contains my reasons.

As to the new farmers or those whose lease has expired, I do not want to let any one have a farm except on the terms of the permit to *Maurits Janssen*[30] and of the contracts of *Cornelis moesen* and *Symon walichsen*[31] even if I should not rent a single one, for I do not want to be defied by them whom I have made men. You will tell this freely to every one individually. The uncle of Maurits is here now; I have complained to him that *mauritz*, who really has no reason to do so and who should favor me so that I might treat him better, sides with the others who are of no concern to him. He therefore writes him the enclosed letter; greet him from me and tell him that I had not expected such an answer from him; that every one will hereafter think that he is master and can do as he pleases is wrong; they must follow my instructions and not I

[29] Should be Pieter Cornelisz van Munnickendam.

[30] Dated May 12, 1630; printed on p. 437–38.

[31] Dated August 15, 1636; see p. 401. These contracts are not among the van *Rensselaer Bowier Mss.* Cornelis Moesen is intended for Cornelis Maesen.

theirs. I shall not do them any harm for I am far enough from them and from my property.

Crijn cornelissen[32] goes over now. I have granted him a farm on the above conditions; he had most of the trouble in engaging the men and should be allowed to pick out the best of them. However, let him sign the agreement of *mauritz*, as I have not time to write out his agreement. Send me without fail some barrels of the crystal found in the hill of *michiel jansz*. Have the expense of digging it noted down, I can see then whether there is any money in it or not, for it is of little importance; yet if it is large, white and clear, it is worth something. But send me good and bad as it comes and let no one pick out the best pieces and hold them back. It would be best if *Michiel* did it himself and got some profit from it too; I think he is one of the most upright farmers in the colony, and when there is an opportunity I shall have an eye to his advantage also. He writes most politely of all; let him do what is right and he will be treated well by me. All these quarrels originated with *Gerrit de Reux* deceased, who made the people believe whatever he saw fit. I would write to him[33] and to others but the time has gone by. Give *p^r. Cornelissen* my compliments and tell him that I expect his final account; I shall then have the more confidence in him. Let him make protest against those who will not pay him the tithes and if they will not pay them from what belongs to us in common, let them pay them provisionally from my share, for I desire by all means to have the right of the tithes for the future support of religion, the officers and other charges of the colony. It is childish to think of a minister going from here to be paid by the inhabitants individually. He, who is a servant of Jesus Christ, would then have to become a servant of the people, and when it came into the farmers' heads they would give nothing at all. Truly such ministers can not be found.[34] It seems to me that it would be a good plan if *Cryn cornelissen* established a farm on the West Island where *brant peelen* lives, as I am quite determined that there shall be two farms on that island, one to be called *Rensselaers burghte* and the other *Welys burgh*.

[32] See note on p. 438.
[33] To Michiel Jansz.
[34] See note to next document.

Order of Wouter van Twiller to Aert Willemsz[35]

May 30, 1640

Aert Willemssen, foreman

On receipt of this, deliver from among the animals which are on my farm and in your keeping to *Cryn cornelissen van houten,* for the account of the colony called Rensselaerswyck, two milch cows, now three years old, to be drawn by lot from the three which are on the farm, also two heifer calves born this year; and although this memorandum contradicts my letter, you are to comply with this last order and do right. Done at Amsterdam, this thirtieth of May 1640.

Instructions to Arent van Curler as secretary and bookkeeper of the colony of Rensselaerswyck[36]

June 16, 1640

Arundtt Van Curler, secretary and bookkeeper of the colony of Rensselaerswyck, is hereby provisionally and till further orders authorized, with the advice of *pieter Cornelissen van munnekendam,* receiver of tithes and supercargo of the vessel, and also with the advice of *Cornelis Theunissen van Breuckelen,* provided he unconditionally accepts and consents to further this matter, and if he is not willing to do so then in his place *mauris jansen van Broeckhuysen,* and on his refusal *Brandt pelen vander nykerck,* and if he also objects *Cornelis masen van Buyrmalsen,* and on his refusal *michiel jansz van Schrabbekercke,* and if they all refuse with *pieter Cornelissen* alone, subject to ratification by the patroon, to provide other farmers for the farms on which the farmers refuse to accept without change the conditions of *maurits jansen van Broeckhuysen.* The patroon exempts herefrom, however, the two oldest farmers, namely *Brandt pelen* and *Cornelis Theunisen* aforesaid, not because he grants their argument, but taking that for

[35] *V. R. B. Mss, Letter Book,* f.166b. Mentioned in letter of Kiliaen van Rensselaer to Arent van Curler, July 2, 1640; see p. 513. At the top of f.126 of the *Letter Book,* after the words "such ministers can not be found," of the preceding letter to van Curler, were written, and then canceled, the following: "*Aert wallenessen,* foreman. On receipt of this, deliver from among the animals which are on my ——." It is clear that when the clerk found himself copying this order among the letters he stopped abruptly and turned to the section of the *Letter Book,* f.163–71, containing orders and similar papers. The form of the name seems to be a mere copyist's error.

[36] *V. R. B. Mss, Letter Book,* f.166b.

what it is worth, mainly because at the time when they took possession of their farms, they had not yet signed the pledge to submit themselves freely and to obey his laws and ordinances; this exemption to last till the expiration of their first lease, and no longer. As to the farmers who followed later, since the patroon noticed that *Gerret de reux*, deceased, took the liberty to construe the contract made with his master to his own advantage by strictly adhering to the letter of the text in which by mistake a word had been left out, by changing dates and by passing by and rejecting other clauses by which he was strictly bound, the patroon wishing to prevent such things in the future, ordered his officer *Iacob planck* on the one hand to inform him of the impertinences of the said *de reux* and on the other hand, in order to avoid all contradictions, exceptions and obscurities, to be strict in obliging all future farmers to submit themselves to his rules and ordinances and to obey him as their said lord and master, which [obligation] began with the arrival of *Cornelis maesen* and *Symon walichs* agreeable to their contracts dated the 15th of August 1636 in Amsterdam and has continued thus till recently. In order not to have his rights disputed, the patroon at present and for the future intends to accept no one for his colony except upon said pledge. Meanwhile noticing that several people seek, not the patroon's advantage but their own, he has been obliged further to declare his honest and sincere intention regarding those who will serve faithfully and justly as appears by the permit to *maurits jansz* and *adriaen Cornelissen* aforesaid under date of the 12th of May 1639. Fully trusting that at least those who had made all their profits on, from and by means of his goods would have helped him in his good intentions and conducted themselves most properly, he has learned on the contrary that, notwithstanding the farmers are not on an equal basis with one another but are divided into three groups, namely those who came first, those who came later and those who came last, they have nevertheless all together like one man plotted against their lord and master, just as if the patroon had asked of them something which it was in their power to refuse if they saw fit, styling themselves an [independent] community[37] and even offering to find means of their own choice for the support of religion and the payment of the ministers. And although the patroon would gladly excuse their ignorance in this matter he can not help but resent and keenly feel it, as such pretensions and rejections of the ordinances of their lord and master,

[37] *haer qualificerde cens gemeente te syn.*

especially as to his right to the tithes, are of such consequence that in course of time he might be deprived, not only of his revenue and his right of jurisdiction, but finally even of his entire colony, his own grounds and lands, in the way and by such farmers as are spoken of in the gospel of Matthew 21:33–39, who must also expect the consequences set forth in verses 40 and 41. Wishing now to make timely provision in regard to these matters, the patroon authorizes the aforesaid *arundt van Corler* and *pietter Cornelissen* aforesaid to categorically ask the aforesaid *Brandt Peelen* and *Cornelis Theunissen* separately, first one and then the other, first what their intentions are with regard to the first term of their lease; secondly, whether they are willing at the expiration of the said lease to ask the patroon for [a renewal on] the aforesaid conditions of *maurits jonsz* just as they are; and in case they refuse to do the latter, to cancel their lease immediately on the expiration of the first term, on the first of January next. But in case *Cornelis Theunissen* agrees to do so, he shall with *pieter Cornelissen* and *arundt* aforesaid be the third man to put this commission into effect with regard to the evil-doers; if not, such persons as were mentioned in the beginning. Thereafter they shall ask each one, man by man, namely, *Cornelis masen, Symon walichs, michiels jansz* and *Cornelis dircxsen van vechten*, whether or not they are willing to accept the conditions of *maurits* as aforesaid, the patroon granting, however, that as these farms were only recently established they shall be free from paying tithes for the years 1640, 1641 and 1642, each answer to be put in writing and sent to the patroon. Finally, they shall ask *maurits jansz* and *adriaen Cornelissen* whether or no they are willing to accept the conditions as they are now (provided that *maurits* shall be free from paying tithes for the years 1640 and 1641, as his farm is somewhat lacking in equipment and *adriaen Cornelissen* also for the year 1642, since *Cryn Cornelissen van houten*, who now goes over, has already accepted the conditions over his signature, provided he also shall be exempted from the tithes for three years, till the year 1643 inclusive); and if *maurits* or *adriaen* are at all unwilling, expressly tell them in the name of their patroon that they shall not have liberty to leave but must serve him for the remaining years of their contract as farm hands on such farms as *arundt* aforesaid and his adjuncts shall assign to each of them, and this upon such pains and fines as they have freely submitted themselves to by their signature. Now as to those who freely submit themselves to the rule of the

patroon or his commissioners, the patroon not only promises to overlook their faults and ignorance but to grant them upon their request such privileges as reasonable subjects might properly demand of their lord and master, always reserving his right of high jurisdiction, which will teach them that they can not have any rights, much less call themselves an [independent] community[38] without his consent. If they desire any privileges, let them very discreetly ask them of their patroon, for if they fancy themselves too important they may commit a great crime which will then hurt the bellwethers most. All those who are willing to accept the conditions shall have contracts similar to that of *maurits jansz* recorded and sign the record, the names of those who are unwilling to be noted down and sent hither. And in case any farms should be deprived of farmers the following order shall be observed. If it is the farm of *maurits jansen* or [that of] *adriaen Cornelissen,* it shall be publicly leased or rented for three years to the highest bidder for a certain sum of free money,[39] the tithes, preemption of grain and of the animals and 16 guilders per year for each farm hand to be at the charge and for the benefit of the lessee, but the increase of the animals as usual one half for the patroon and one half for the lessee, oats and wheat to be bought at the price of eight guilders a mudde, [the lease to] commence the first of January next, all upon condition that the lessees may be no other than freemen who have a knowledge of farming and who give sufficient surety for the payment of the rent and the return of everything at the expiration of the three years in the same condition as they found it. If after the expiration of the lease of *Brandt peelen,* his farm called *rensselaers burch* should be without a farmer, instead of engaging a farmer, *arendt van Curler* shall take this farm for himself for three years on the conditions of *maurits jansz* and shall keep a good foreman thereon at his own expense. *Pieter Cornelissen* may do the same with the farm of *Cornelis Theunissen,* if upon the expiration of the first term of his lease he does not ask and obtain from his patroon [a renewal on] the conditions of *maurits jansz.* And as it seems that submission to the right of collecting tithes is one of the principal objections of the farmers, though the patroon is not bound to give his subjects and servants any reasons therefor, he will nevertheless indulge their weakness and say that the said right is the most just, the oldest and the means ap-

[38] *gemeente.*

[39] *Sekere Somme gelts vrygelt.*

pointed by the Lord God himself, from which also the greatest blessing and protection against loss of everything, whether animals, fruits, crops or anything else, may be expected; that it is used in all Christendom and from it no lands are free (aside from those of the popish clergy) but those [whose owners] have transferred this charge from one piece of land to another, redeemed it or bought it off; also, that the freemen who went to the colony in the year 1639 and those who go thither now in 1640, have considered it fair and just and freely submitted themselves to it, while at present it differs in effect little or not at all from the offers which some seem to make for the furtherance of religion unless their object be to become themselves paymasters of the servants of Jesus Christ and to receive credit in proportion to their gifts. Some may also think that these tithes might in time amount to a great deal; this concerns the owner but not those who rent his land for a certain number of years unless they cast envious eyes on the property of the patroon and his copartners. Such property can not be obtained by lease but by cession and sale, the patroon, however, is not averse to selling in course of time a few farms in perpetuity to those who shall be inclined and have means to take them and in this way gradually to form an [independent] community;[40] for tenants can not form a community apart from their landlord. It is also an obligation imposed upon the patroons by the 27th article of the Freedoms to endeavor to find means for the promotion of the service of God, so that by virtue of the said article, even if the land were owned by the farmers, the patroon would have the right and the power to introduce the levying of tithes for this purpose. How shamefully those persons act who oppose the patroon because by the conditions of the contracts and leases he provisionally charges his own land with this in order to save his inhabitants personally, bearing himself one half of the expense. On the contrary, those who have a sound judgment and who do not let themselves be stirred up will find great cause for gratitude that the patroon at his own expense seeks to promote the service of God. And in order that no one may think but that what is aforewritten is the patroon's entire will, intention and meaning, he has besides his signature confirmed this with his own seal and that of the colony and ordered the secretary to enter the same upon the records. Done at Amsterdam this sixteenth of June in the year of our Saviour Jesus Christ sixteen hundred and forty. Was signed: *kiliaen van rensselaer,* patroon of the colony of Rensselaerswyck.

[40] *cene gemeyntte oprechten.*

Kiliaen van Rensselaer to Cornelis Teunisz van Breuckelen[41]

June 25, 1640

Cornelis Teunissen Van Breuckelen, farmer in the colony of Rensselaerswyck

This 25th of June 1640, in Amsterdam

I have not received any letter from you for a long time, more particularly not since I sent you the commission as representative of the patroon and the participants, nor can I find that you have done me in that connection any service in defending my rights against the unwilling farmers or advanced my interests in other ways, for instead of defending my rights — but be that as it may, it will show itself and I shall soon find out whether the farmers are my master or whether I am their master. I have signed commissions for my cousin *arent van Corler* and *pieter Cornelissen* and also for you if you will defend my rights; if not, some one else must do it. You can read the commission and then make your statement. I hear and see by the letters of most of the farmers that they object greatly to the conditions of *mauris Jansen*. Who does not want to accept them as they are, need not. I can easily find masters enough if I can get servants enough, even if I have to send them from here. I am no child and know very well what profit the farmers can make, but if they think that they can become rich in a few years, they will find themselves mistaken. I, who have paid all the expenses and still daily pay them, must have the better part. I shall not dispute with you long, the four years of your lease will end on the first of January 1641. If you please to accept the conditions of *mauris* as they are, in God's name I shall extend your lease on these conditions for six or for four years at your choice, provided that you maintain my rights against others who are unwilling, for which I shall compensate you so honestly that you will have reason to thank me. And if you faithfully accept to do this according to my commission let me know how much extra I should pay you yearly for this office and if you serve me well I shall in the future also see that you get promoted. You should first find out also who is most faithful toward me. I am far from my property and must therefore pay close attention so as to prevent losses. The farmers are keen in noticing that in writing the contract of *Gerrit de reux*, I omitted to mention the preemption of the grain. I wrote at length to *Jacob planck* in the years 1635

[41] *V. R. B. Mss, Letter Book*, f.126.

and 1636, that he must notify *gerrit de reux* of it and I also spoke about it to *cornelis masen* and *Symon Walings* here at Amsterdam, and as to yourself, I engaged you in my service at a yearly salary and also paid you f30 extra allowance, which the farmers do not get and in addition have to pay their own passage, and when you said that your goods had been taken, I paid you f30 more as an advance; and further paid your board during the passage to the Company and instead of serving me so many years you have tried to establish a farm, promising me and making me believe by your letter of June 26, 1636, that the house would be finished much sooner than others and at half the expense. Now what the truth of this matter is you know best yourself, aside from the fact that the first house burnt down and that the next one was erected not by you but by others at an excessive cost to me, as I wrote to *Jacob planck*. They know how to lay great stress on the words of *gerrit de reux* but my own words are not even taken into consideration and what you and others have promised me is kept only as the wind which blows past. What became in 1636 of your 25 or 30 morgens of summer and winter grain which you promised me and what has become of the servant whom your brother would bring with him? Is it not true, on the contrary, that in the year 1638 you had but 13 morgens of winter grain and 3 morgens of summer grain? From the account of grain delivered it is shown how much was furnished by your farm but not at what great and excessive expense it was reerected. Where do you find in the contract which I made with *gerrit de reux* that the lease of his land will begin in May? It is true the lease of the house expires in May but the use of the land ceases on the first of January.[42] In all these ways they try to deceive and cheat me and then they dare to refer to the contract of *gerrit de reux*. Who gave you and others orders to appraise the grain on the field in June 1638 at f75 a morgen, chargeable to my account? You should have seen to it that the morgen produced f100, and what has become of the grain? I see people are only seeking commissions and, when they have them, they do not even think of their master. I write this somewhat fully because it grieves me to see that those who should in every way further his interests become at once arrogant and selfish. If you want to do me a favor, assist my cousin *arent van corler* and seek to observe [your duty under] my commission as much as possible and give me a reliable answer so that I may know how to govern myself and how far I can depend upon you.

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[42] *maer het lant en den Louze gaet pmo Januarij uijt.*

Kiliaen van Rensselaer to Pieter Cornelisz van Munnickendam[43]

June 25, 1640

Pietter Cornelisen van Munnickendam, in the colony of Rensselaerswyck

The 25th of June 1640

I have received yours of the 25th of August 1639, which on account of the hasty departure of *den waterhondt* I could not answer, and what is more, all my other letters came too late, notwithstanding I handed them to the president of the Company; theirs, however, did not come too late. I rejoice to learn that the sawmill is working and, from oral accounts of others, that the grist-mill is also completed. There remains therefore only for you to send me a correct account, having the same examined and entered there by my cousin *arent van corler* as bookkeeper of the colony, to whom I have sent a commission which he is to execute with your advice and assistance and that of *cornelis teunissen van breuckelen.* However, as I am not sufficiently sure of *Cornelis teunissen* because he is himself a farmer, and may perhaps act contrary to my orders instead of bringing others to reason,[44] I have framed the said commission as you may see for yourself. It is necessary that *arent* make a copy of it for you, for I fully intend to reserve to myself the right to the tithes and the shipment of the grain, even if I have to provide other masters for the farms, if they stir one another up there, or have them worked by faithful foremen, as *rutgert hendricksen* has been, who has brought me the greatest profit; but after the arrival of *gerrit de reux,* who is the sole cause of this ill-will, things took quite a different turn. It is surprising that people who could get along so well should be so avaricious that they show themselves in every way rebellious and disobedient to their master who has provided them with everything at his expense. They may do as they please; some of them will find out how well it is for them to continue therein. The Company has sent a letter to their director stating that no one may leave the colony without my express will and consent thereto; I have sent a copy of it to *arent van Corler.* The commander[45] of the militia who sails in *den waterhondt* promised to assist me with

[43] *V. R. B. Mss. Letter Book,* f.126b.

[44] *en misschien om andren tot redenen te persuaderen deselve tegen my strijt.*

[45] Hendrick van Dyck.

soldiers if any one of my people should become rebellious or turbulent, but Director *kieft* must always be consulted in the matter, as I wrote him. I shall not give them any cause, but those who urge and press me to it will soon find out, if not the first time then the next. I shall have patience but I want to remain master, even if I have to request the strong arm of the High and Mighty States General and the Prince of Orange, who will not refuse me the same against these who oppose me and refuse to obey my orders, which they promised to do over their signatures.

Now as to [the execution of] your provisional commission, as the lease of *brant pelen* expires next January and also that of *Cornelis teunissen,* these farmers must leave or pay tithes to you [beginning with] the year 1641, in conformity with the commission given to *erant*[46] and yourself. The farm of *mauris Jansen* must pay the tithes [beginning with] the year 1642. *Cornelis maesen* and *Symon wolichs* ought also to pay in the year 1642, but as they suffered some loss last year they shall with the rest pay tithes [beginning with] the year 1642;[47] protest must be made against those who pay too little and the protest sent to me that I may take the necessary measures. As to the commission concerning the vessel,[48] I desire that everything shall be entered according to my orders and who neglects to do so must expect confiscation by me as well as by the director and the fiscal at the *manhatans,* whom I have provisionally authorized to do so till further order. I am far from my property and must look sharply to prevent loss. As to [my] paying [you] in that country, I do not know what you mean, for there is no money, so that it would have to be in furs or merchandise or in grain, but if you sell the boards to others you could for your half take such payment at the rate charged for boards which you furnished for my farmhouses. Does this [demand] become less, a plan might be adopted for selling the boards for our mutual profit at the *manhatans,* to the English or wherever else they are wanted most. Deal properly with me and I shall do as much for you. Therefore, assist my cousin *arent van Corler;* it will in the end do you no harm; meanwhile I expect your accounts and the report of your doings.

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[46] Arent van Curler.

[47] This should probably be 1643.

[48] *wat aengaet de commissie vant waer tuygh.*

Kiliaen van Rensselaer to Michiel Jansz van Scrabbekercke[49]

June 25, 1640

Michiel Jansen van Scrabbekercke,[50] in the colony of Rensselaerswyck

The 25th of June 1640

I have received your letter and can hardly understand or read what you mean. I see only that you seek to make a definite lease at a fixed sum a year, but I can not make any change till I have arrived at a definite understanding with the other farmers. I can not conceive what they intend to do and why they should be so foolish as to stir one another up [to insubordination], as you may see by the commission[51] to *arent van Corler,* in which I also mentioned you. Because you came last I have given you this farm, but do right, be honest and do not let them stir you up; I shall remember you in such way that you will get along well. The f400 a year do not come near [the real rental value; at that rate] I should lose my whole [investment in the] country. You know what the horses, cattle, houses, barns and hay barracks cost and what trouble I have in having good servants hunted up. Keep on the side of my cousin *arent van Corler.* You will oblige me by doing right and he will in the future also remember you and provide you before others with good servants and other necessaries. I can not understand what sort of people I have in the colony. The four of them have appraised the estate of *gerrit de reux,* to my displeasure, as follows: 31 morgens of winter grain at f75 the morgen, amounting to f2325, also 7 morgens of summer grain at f30, amounting to f210, besides what may be expected in the way of butter and cows and from the fattening of hogs and the increase of the animals and what was still on the field and had to run the risk of reaping and bear the expenses of binding and bringing home. Truly, they have fully opened my eyes as to what such a

[49] *V. R. B. Mss, Letter Book,* f.125b.

[50] Erroneously given by O'Callaghan, *History of New Netherland,* 1:436, as *Michiel Janson van Breuckhuysen.* Michiel Jansz came over with his wife and two servants on *het Wapen van Norwegen,* in 1638, and from 1640 to 1646 leased from the patroon the farm called *de Hoogeberch.* In 1646 he moved to New Amsterdam, where he attained prominence as one of the Nine Men. Dec. 14, 1646, his age is given as 36 years. *See Maentgelt Boeck,* 1638–44, f.6 and *Gerechts Rolle,* 1648–52, f.10b, among the *Rensselaerswyck Mss,* and *N. Y. Col. Mss,* 1:34, 2:154. *Scrabbekercke* is a colloquial form of the name of the village of 's Heer-Abtskerke, on the island of Zuid-Beveland, in the province of Zeeland.

[51] *commissie;* probably referring to the instructions of June 16, 1640; see p. 463–64.

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